Issued to M/s: _____

Date : _____

Issued By : _____

KARACHI WATER & SEWERAGE BOARD

PROJECT:

REPLACEMENT OF 02 NOS. OLD DIESEL BASED PUMPING MACHINERIES WITH ELECTRICAL BASED PUMPING UNITS INCLUDING PRIME MOVERS & ALLIED ELECTRICAL/ MECHANICAL EQUIPMENTS AT 1st PHASE PUMP HOUSE AT DHABEJI

EPC/ TURNKEY CONTRACT ON LUMP-SUM FIXED PRICE BASIS

BIDDING DOCUMENTS

(VOLUME-I)

JANUARY 2017

CONSULTANT

Engineering - Architecture - Planning - Mapping - Technology

OSMANI & COMPANY (PVT.) LTD.

Consulting Engineering - Architects - Planners
Osmani House, 245/2-K, Block-6, PECHS, Karachi
Tel: (92-21) 34536007-08, 34546541-42, Fax: (92-21) 34534691
E-mail: ocl-khi@osmani.com Web: www.osmani.com

KARACHI WATER & SEWERAGE BOARD

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INVITATION TO BIDDERS

Karachi Water & Sewerage Board

OFFICE OF THE CHIEF ENGINEER(E&M)-W

Room # 7, Block-B, 9th Mile Karsaz, Sharea Faisal Karachi

CORRIGENDUM OF ADVERTISEMENT PUBLISHED FOR THE WORK "Replacement of 02 nos. old diesel based pumping machineries with electrical based pumping units including prime movers & allied electrical/ mechanical equipments at 1st phase pump house at Dhabeji"

Para-1 is amended as follows:-

Chief Engineer (E&M)-W, intends to invite sealed bids on National Competitive Bidding (NCB) basis, under Two Stage Bidding Procedure as per SPPRA Rules 2010 on EPC/Turnkey basis for following works. The work will be funded by the Government of Sindh under Non ADP Scheme 2016-2017.

Name of Work	Estimated Cost (Rs. Millions)	Bid Security	Tender Fee	Time for completion
Replacement of 02 nos. old diesel based pumping machineries with electrical based pumping units including prime movers & allied electrical/ mechanical equipments at 1stphase pump house at Dhabeji	482	2% of Bid Amount	Rs.2,000/-	06Months

Para-2 Eligibility is amended as follows:

Eligibility: PEC Licensed Contractor/ Firms / JVs/ Consortium having relevant experience of similar works with valid PEC License in Category C-2 and above with specialization codes of CE-10, ME-06, EE-04 & EE-05 (in case of JV/ Consortium, the lead firm must fulfill the C-2 Category requirement with specialization codes of either CE-10 or ME-06 while other JV/ Consortium partners shall have at-least Category C-3 covering all remaining specialization codes).

Para 3-a is amended as follows:-

a. Valid license from Pakistan Engineering Council (PEC) for the year 2016 in Category "C-2" or above with Specialization Codes "Code CE-10, ME-06, EE-04 & EE-05".

Para 4-b is amended as follows:-

b. Experience of general and specific work (for the Work Category) over the last 5 years with jobs of Rs. 500 Million or above with letter of acceptance/ work order and completion certificate.

Para 6 is amended as follows:-

6. Bidding Documents
   a. Documents will be issued on payment of tender fee (Non- refundable).
   b. Date of Issuance : 02 January 2017 to closing date 20 January 2017 upto 04:00 pm.
   c. Last date of submission : 23 January 2017 upto 02:00 pm.
   d. Technical proposals will be opened on 23 January 2017 at 02:30 pm.
   e. Date of Opening of Financial proposal will be intimated later.
   f. Place of issuance, submission, inquiries and opening will be:-
      (i) Address (postal) : Chief Engineer (E&M)-W Room # 7, Block-B, 9th Mile Karsaz, Sharea Faisal, Karachi.
      (ii) Telephone Number : (92-21) 99245122
      (iii) Fax Number : (92-21) 99245027
      : www.kwsb.gos.pk

Add following text as Para-8

8. Bid security will be submitted by the qualified bidders only at the time of submission of Bid.

All other terms & conditions published in advertisement published earlier will remain same.

Chief Engineer (E&M)-W
KW&SB, Room # 7, Block-B, 9th Mile
Karsaz, Sharea Faisal, Karachi Pakistan

Karachi Water & Sewerage Board

OFFICE OF THE CHIEF ENGINEER(E&M)-W

Room No.7, Block-B, 9th Mile Karsaz, Sharea Faisal, Karachi

NOTICE FOR INVITING TENDER

1. Chief Engineer , E&M-W KW&SB, intends to invite sealed bids on National Competitive Bidding basis under Single stage Two Envelop bidding procedure as per SPPRA Rules 2010 on EPC / Trunkey basis for following are eligible. The work will be funded by the Government of Sindh under Non ADP scheme 2016-2017.

Name of Work
Replacement of 02 Nos. Old Diesel based Pumping Machineries with Electrical based Pumping Units including prime movers & allied Electrical / Mechanical equipments at 1st Phase Pump House Dhabeji

2. Eligibility: PEC Licensed Contractor/ Firm / JVs / Consortium having sufficient relevant experience of similar works with valid PEC License in Category C-B and above with specialization codes of CE-10, ME-06, EE-04 & EE-05 (in case of JV / Consortium , the lead firm must fulfill the C-B Category requirement with specialization codes of either CE-10 or ME-06 while other JV/Consortium partners shall have at least Category C-2 covering all remaining specialization codes.

3. Interested firms are invited for participation fulfilling the following **Mandatory Requirements** may obtain " TENDER DOCUMENTS" which lists all requirements and the Qualification , Evaluation Criteria, from the office of the Chief Engineer (E&M)-W on making payment of Rs 2,000/- (non-refundable) in the shape of Pay Order, in favour of Karachi Water & Sewerage Board :-

   a. Valid license from Pakistan Engineering Council (PEC) for the year 2016 in Category "C-B" or above" with Specialization Code "Code CE-10, ME-06, EE-04 & EE-05"

   b. Valid Registration with Income Tax Department and other relevant Tax Authorities,

   c. Certificate of registration with Sindh Revenue Board, showing Sindh Sale Tax Registration Number (SNTN).

   d. Affidavit on stamp paper of Rs 100/- (duly notarized) that the applicant firm is not black listed by any procuring Agency, Govt or Semi-Govt Departments, Autonomous bodies, international organization and any Cantonment Boards in Pakistan.

   e. Affidavit on stamp paper of Rs 100/- (duly notarized), providing list of any present or past litigation of the Bidding Firm with any Organization, Govt Dept, or private concern, If no litigation, the said affidavit should mention the same.

   f, Submission (Return of) Original Tender Document purchased / issued to the firm, from the Office of the Chief Engineer (E&M)-W duly filled-in signed and stamped,

4. **MINIMUM SUPPORTING DOCUMENTS REQUIRED (Additional documents, as mentioned in the Tender Document)**

   a. Name of firm, its status (date of incorporation), address, telephone number(s), fax number & year of experience of the firm with proof.

   b. Experience of general and specific works (for the Work Category) over the last five years with jobs of Rs. 1.0 Billion or above with letter of acceptance / work order, and completion certificate,

   c. Existing work load / work order with details of works under execution,

   d. List of machinery and equipment of firm intended to be used on the project, proof of ownership, and brief description, including number, model, make, capacity & location.

   e. Financial soundness certificate, bank statement for the last 5 years.

   f. Annual Turnover/Audit Report for last 5 years (2012-2016).

   g. Any other relevant information which the firm intends to submit as its qualification.

   h. Authority letter of the firm showing name. designation and CNIC number of the individual for receipt of Tender Documents.

   i. Bid will be inclusive of all taxes including G.S.T & Sales Tax on Services Sindh.

5. **Method of Procurement** :- Applicants should submit Bidding document (original) plus 2 copies duly completed and signed and stamped (on each page) with all the supporting documents on or before the time & date mentioned above. Incomplete/unsigned Bidding document shall be treated as Non-Responsive and shall be rejected.

6. **Bidding/Tender Documents:**

   (i) Documents will be issued on payment of tender fee (Non-refundable).

   (ii) **Date of Issuance:** From December 26, 2016 to closing date January 16, 2017 during office timing upto 4:00 PM.

   (iii) **Date & Time of Submission:** Upto January 18, 2017; Time of Submission: Upto 2:00 PM.

   (iv) **Date & Time of Opening:** January 18, 2017, 2016; at 2:30 PM,

   (v) **Venue of Issuance of document and submission:** Chief Engineer(E&M)-W Office, Room # 7, Block-B, 9th Mile Karsaz, Sharea Faisal Karachi, Pakistan, Telephone No, 021-99245122, Fax No.: 021-99245027, Website: kwsb.gos.pk

7. KW&SB reserves the right to accept or reject any or all applications in accordance with SPPRA Rules 2010.

Chief Engineer (E&M)-W
KW&SB, Room # 7, Block-B, 9th Mile
Karsaz, Sharea Faisal, Karachi Pakistan

No: KW&SB/CE/E&M-W/2016/

KARACHI WATER & SEWERAGE BOARD

Chief Engineer (E&M)-W, KW&SB, Room # 7, Block-B, 9th Mile Karasaz, Sharea Faisal, Karachi
Tel. (021)-99245122, Fax: (021)-99245027

No. _____ Date: _____

To,
M/s. _____

INVITATION TO BIDDERS

SUBJECT: REPLACEMENT OF 02 NOS. OLD DIESEL BASED PUMPING MACHINERIES WITH ELECTRICAL BASED PUMPING UNITS INCLUDING PRIME MOVERS & ALLIED ELECTRICAL/ MECHANICAL EQUIPMENTS AT 1st PHASE PUMP HOUSE AT DHABEJI ON EPC/ TURNKEY BASIS ON LUMP-SUM FIXED PRICE BASIS.

1. Karachi Water & Sewerage Board (KW&SB) has received funds from the Government of Sindh under Non ADP Scheme 2016-2017 and invites sealed bids on National Competitive Bidding (NCB) basis, under Single Stage-Two Envelope bidding procedure as per SPPRA Rules 2010 from PEC Licensed Contractor/ Firms / JVs/ Consortium having relevant experience of similar works with valid PEC License in Category C-2 and above with specialization codes of CE-10, ME-06, EE-04 & EE-05 (in case of JV/ Consortium, the lead firm must fulfill the C-2 Category requirement with specialization codes of either CE-10 or ME-06 while other JV/ Consortium partners shall have at-least Category C-3 covering all remaining specialization codes).

2. The project comprises of replacement of 02 Nos. Old Diesel Based Pumping Machineries with M & E Pumping Machineries with allied facilities on EPC Turnkey basis on lump sum fixed price basis.

3. Eligible Bidders may obtain further information, inspect and acquire the Bidding Documents from the Office of the Chief Engineer (E&M)-W, KW&SB, Room # 7, Block-B, 9th Mile Karasaz, Sharea Faisal, Karachi.

4. A complete set of Bidding Documents may be purchased by an interested bidder on submission of a written application to the above office and upon payment of a non-refundable fee of Rs. 2,000/- in shape of pay-order, in favour of Karachi Water & Sewerage Board, during 0900 to 1600 hours upto 20/01/2017.

5. All Bids must be submitted in two main envelopes, one marked “Technical Bid” and other marked “Financial Bid”. (One original + 2 Copies).

6. All bids must be accompanied by a Bid Security in the amount not less than **02% (Two Percent) of Bid Amount** in shape of Pay order or a bank guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of KW&SB and must be delivered to the Office of Chief Engineer (E&M)-W, KW&SB, Room # 7, Block-B, 9th Mile Karasaz, Sharea Faisal, Karachi at or before 1400 hours, on 23/01/2017.

7. The original Bid Security must be enclosed with “Financial Bids”.

8. Any bid received by the Employer after the deadline for submission of bids will be returned unopened to such bidder, as per Clause IB 20.1(a) “Instruction to Bidders”.

9. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive, as per Clause IB 15.3 “Instruction to Bidders”.

10. Technical Bids will be opened at 1430 hours on the same day, in the presence of bidder’s representatives who choose to attend at the same address.

11. Date of opening of Financial Bids of Technically qualified bidders shall be notified at a later date after Evaluation of the Technical Bids.

12. All the prospective bidders are intimated that the book purchased from the office of under signed shall be used as “Original Financial Bid”.

13. Blue ink shall be used to fill all the forms / BOQ.

14. KW & SB has the right to accept or reject any or all the bids in accordance with SPPRA Rules 2010.

Chief Engineer (E&M)-W
KW&SB, Room # 7, Block-B, 9th Mile
Karsaz, Sharea Faisal, Karachi

INSTRUCTIONS TO BIDDERS
AND
APPENDICES

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INSTRUCTIONS TO BIDDERS

(A) GENERAL

IB.1 Scope of Bid and Source of Funds

1.1 Scope of Bid

Karachi Water & Sewerage Board (hereinafter called the "Employer") wishes to receive Bids on EPC/Turnkey basis for the scope of work which includes, but shall not be limited to:

REPLACEMENT OF 02 NOS. OLD DIESEL BASED PUMPING MACHINERIES WITH ELECTRICAL BASED PUMPING UNITS INCLUDING PRIME MOVERS & ALLIED ELECTRICAL/ MECHANICAL EQUIPMENTS AT 1st PHASE PUMP HOUSE AT DHABEJI ON EPC/ TURNKEY BASIS ON LUMP-SUM FIXED PRICE BASIS

The Works to be executed under this Contract comprise Design, Construct, Manufacture, Supply and Install on EPC/Turnkey basis.

A detailed scope of work has been described elsewhere in these documents. The successful Bidder will be expected to complete the Works within the stipulated period of 06 Months as specified in these Bidding Documents.

Bidders must quote prices for the complete scope of work. Any Bid covering partial scope of work will be non-responsive, pursuant to Clause IB.24.

1.2 Source of Funds

The Government of Sindh will arrange funds under Non ADP Scheme 2016-2017 and it is intended that part of the proceeds of the funds will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) PEC Licensed Contractor/ Firms / JVs/ Consortium having sufficient relevant experience of similar works with valid PEC License in Category C-2 and above with specialization codes of CE-10, ME-06, EE-04 & EE-05 (in case of JV/ Consortium, the lead firm must fulfill the C-2 Category requirement with specialization codes of either CE-10 or ME-06 while other JV/ Consortium partners shall have at-least Category C-3 covering all remaining specialization codes)

b) Foreign Bidders from eligible countries as per Appendix `A' to Instructions to Bidders.

IB.3 Eligible Goods and Services

3.1 All Goods & ancillary Services to be supplied under this Contract shall have their origin in eligible countries as per Appendix 'A' to Instructions to Bidders and all expenditures made under the Contract will be limited to such Goods and Services.

3.2 For purpose of this Clause, "origin" means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in

basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Bidder.

(B) BIDDING DOCUMENTS

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

IB.5 Contents of Bidding Documents

5.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.7.

1. Instructions to Bidders (ITB) with Appendices to ITB
2. Letter of Technical Bid & Schedules to Bid
   Schedules to Bid are the following:
   - (i) Schedule A: Specific Works data
   - (ii) Schedule B: Proposed Organization for the Project
   - (iii) Schedule C: Method of Performing Works
   - (iv) Schedule D: Proposed Programme of Works
   - (v) Schedule E: Work to be Performed by Subcontractors
   - (vi) Schedule F: Deviations from Technical & Contractual Provisions
   - (vii) Schedule G: Specific Operation/ Plant and Equipment Details
   - (viii) Schedule H: Specimen JV Agreement
   - (ix) Schedule I: Past Performance and Present Commitments
3. Letter of Price Bid & Schedules to Bid
   Schedules to Bid are the following:
   - (i) Schedule J: Integrity Pact
   - (ii) Schedule K: Estimated Progress Payments
   - (iii) Schedule L: Lump Sum Cost Breakup for Major Cost Items
4. Schedule of Prices
5. Preamble to Conditions of Contract
6. General Conditions of Contract (GCC)
7. Particular Conditions of Contract (PCC)
8. Standard Forms
   Forms include the following:
   - (i) Form of Bid Security
   - (ii) Form of Contract Agreement
   - (iii) Form of Performance Security
   - (iv) Form of Bank Guarantee for Advance Payment
   - (v) Indemnity Bond for Secured Advance
9. Specifications - Special & Technical Provisions
10. Drawings

5.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Bid submission will be at the Bidder's own risk. Pursuant to Clause IB.24, Bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.6 Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer with a copy to the Project Manager/Engineer in writing or by fax at the address as provided under Sub-Clause 1.1.12 and 1.1.15 of preamble of conditions of contract. Employer will examine the request for clarification of the Bidding Documents which it receives not later than fourteen (14) days prior to the deadline for

the submission of bids and if needed will issue the clarification/ amendment of the Bidding Documents at least seven (07) days before the date of submission of Bids (without identifying the source of enquiry) to all prospective Bidders who have purchased the Bidding Documents.

IB.7 Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.

7.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer. The Bidder shall also confirm in the Form of Bid that the information contained in such addenda have been considered in preparing his Bid.

7.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids in accordance with Clause IB.19.

(C) PREPARATION OF BIDS

IB.8 Language of Bid

8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Project Manager/Engineer shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.9 Documents Comprising the Bid

9.1 The Bid prepared by the Bidder shall comprise the following components:

(a) Covering Letter

(b) Letters of Bids duly filled, signed and sealed, in accordance with Clause IB.17.

(c) Schedules (A to L) to Bid duly filled and signed, in accordance with the instructions contained therein.

(d) Schedule of Prices completed in accordance with Clauses IB.11 and IB.12 in separate sealed envelope.

(e) Bid Security furnished in accordance with Clause IB.15.

(f) Power of Attorney in accordance with Clause IB 17.5.

(g) Joint Venture Agreement (if applicable). A foreign Bidder is entitled to bid only in a joint venture with a Pakistani constructor in accordance with the provisions of relevant PEC bye-laws.

(h) Documentary evidence established in accordance with Clause IB.13 that the Bidder is eligible to Bid and is qualified to perform the Contract if its Bid is accepted (past performance and present commitments to be filled in as per schedule I to Bid).

(i) Documentary evidence established in accordance with Clause IB.14 that the Plant and ancillary Services to be supplied by the Bidder are eligible Plant and Services and conform to the Bidding Documents.

(j) Bidders applying for eligibility for domestic preference in bid evaluation shall supply all information & evidence to establish the claim for domestic preference required to satisfy the criteria for eligibility as described in Clause IB.27. The particulars for domestic Goods prescribed in Appendix-C to these Instructions shall also be filled in to substantiate claim for domestic preference.

(k) Any other documents prescribed in Particular Conditions of Contract or Technical Provisions to be submitted with the Bid.

IB.10 Letters of Bids and Schedules

10.1 The Bidder shall complete, sign and seal the Letters of Bids, Schedules (A to L, or as modified) to Bid and Schedule of Prices furnished in the Bidding Documents and shall also enclose other information as detailed in Clause IB.9.

10.2 The sub-clause is deleted in its entirety.

IB.11 Bid Prices

11.1 The Bidder shall fill up the Schedule of Prices attached to these documents indicating the unit rates and prices of the Works to be performed under the Contract. Prices on the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices.

11.2 The Bidder shall fill in rates and prices for all items of the Works described in the Schedule of Prices. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Schedule of Prices.

11.3 The Bidder's breakup of price components in accordance with Sub-Clause 11.1 above will be solely for the purpose of facilitating the comparison of Bids by the Employer and will not in any way limit its right to contract on any of the terms offered.

11.4 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the Bidder shall remain fixed during the Bidder's performance of the Contract and not subject to variation on any account. When the Bidders are required to quote only fixed price(s), a Bid submitted with an adjustable price quotation will be treated as non-responsive, pursuant to Clause IB.24.

11.5 Any discount offered shall be valid for at least the period of validity of the Bid. A discount valid for lesser period shall be considered null and void.

IB.12 Currencies of Bid

12.1 Prices shall be quoted in the following currencies:

(a) For Plant/Goods and Services which the Bidder will supply from within Pakistan, the prices shall be quoted in the Pak. Rupees.

(b) For Plant/Goods and Services which the Bidder will supply from outside Pakistan, the prices shall be quoted in Pak. Rupees.

12.2 Further, a Bidder expecting to incur a portion of its expenditure in the performance of the Contract should be in Pak. Rs.

12.3 The currencies of payment shall be as stated in Particular Conditions of Contract.

IB.13 Documents Establishing Bidder's Eligibility and Qualifications

13.1 Pursuant to Clause IB.9, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the Contract if its Bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to the Employer's satisfaction that the Bidder, at the time of submission of its Bid is from an eligible source country as defined under Clause IB.2.

13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted, shall establish to the Employer's satisfaction:

(a) that, in the case of a Bidder offering to supply Plant under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Plant manufacturer or producer to supply the Plant to Pakistan;

(b) that the Bidder/ Manufacturer has the financial, technical and production capability necessary to perform the Contract; and

(c) that, in the case of a Bidder not doing business within Pakistan the Bidder is or will be (if successful) represented by an agent in Pakistan and shall establish necessary facility for subsequent post operation maintenance, repair and spare parts stocking obligations.

13.4 (a) Bidder/ Manufacturer must possess and provide evidence of the following experience:

i. has completed at least one (1) turnkey Contract with a minimum value of Rs. 500 Million during the last five years.

ii. has designed, constructed, supplied and installed at least one similar facility during the last five years of Rs. 500 Million.

iii. Only those Bidder/Manufacturer are expected to participate who have ownership of the specific equipment/tools/machines specified in the Bidding Documents/NIT for satisfactory performance of any specialized job as required under the Contract.

Documentation regarding the Bidder's experience on previous similar contracts must accompany with each Bid.

Bidder shall also submit proof of their financial capability to undertake the Contract.

In the event that the successful Bidder is a joint venture formed of two or more companies, the Employer requires that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.

Bidders shall furnish documentary evidence of qualification on the Form "Evidence of Bidder's Capability" (Appendix B to these Instructions).

(b) The Bidder should have an average annual turnover in the last five years equal to or more than Rs. 1,000 Million and the Bidder should have successfully completed in the last five (5) years any specific project having value equal to or higher than Rs. 1,000 Million.

13.5 Joint Venture

In order for a Joint Venture to qualify:

(a) At least one of the partners of joint venture shall satisfy the relevant experience criteria specified in Sub-Clause 13.4(a).

(b) All firms comprising the joint venture shall be legally constituted and shall meet the eligibility requirement of Sub-Clause 2.1 hereof.

(c) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally to Employer for the execution of the entire Contract in accordance with the Contract terms and conditions and a statement to this effect shall be included in the authorization mentioned under para (f) below as well as in the Form of Bid and Form of Contract Agreement (in case of a successful Bidder).

(d) The Form of Bid, and in the case of successful Bidder, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners.

(e) One of the joint venture partners shall be nominated as being in-charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners.

(f) The partner-in-charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture.

(g) A copy of the agreement entered into by the joint venture partners shall be submitted with the Bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer (Refer Schedule -H).

13.6 The Bidder shall propose, in order of his priority; plant, equipment or goods of not more than three (3) Manufacturers. Employer at his own jurisdiction will evaluate the plant, equipment or goods of only one of such Manufacturers.

IB.14 Documents Establishing Plant's Eligibility and Conformity to Bidding Documents

14.1 Pursuant to Clause IB.9, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Plant and Services which Bidder proposes to perform under the Contract.

14.2 The documentary evidence of the Plant and Services eligibility shall establish to the Employer's satisfaction that they will have their origin in an eligible source country as defined under Clause IB.3. A certificate of origin issued at the time of shipment will satisfy the requirements of the said Clause.

14.3 The documentary evidence of the Plant and Services' conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish:

(a) A detailed description of the Plant, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule A to Bid, Specific Works Data. Drawings and data submitted must be in sufficient detail and clarity to permit the Employer to verify compliance with the provisions of the Bidding Documents. This will include but not be limited to the following:

(i) A sufficient number of drawings, diagrams, photographs, catalogues, illustrations and such other information as are necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the Plant to be furnished.

(ii) The approximate weight and dimension of the main components, a brief description of the principal materials and fabrication processes to be used and recommended methods of assembly.

(iii) Any other information which is required for evaluation purposes.

(c) A clause-by-clause commentary on Technical Provisions, provided with the Bidding Documents, demonstrating the Plant's and Service's substantial responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Technical Provisions as required in Schedule F to Bid.

14.4 For purpose of the commentary to be furnished pursuant to Sub-Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, designated by the Project Manager/Engineer in the Technical Provisions are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Project Manager/Engineer's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Provisions. Copies of the standards proposed by the Bidder other than those specified in the Bidding Documents shall be furnished.

IB.15 Bid Security

15.1 Each Bidder shall furnish, as part of his financial Bid, at the time of second stage bidding a Bid Security of an amount equal to 2% of his Bid.

15.2 The bid security shall be at the option of the bidder, in the form of deposit at call, Pay order or a bank guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Employer valid for a period of twenty eight (28) days beyond the bid validity date i.e. 148 days beyond the Bid submitted date.

15.3 The Bid Security is required to protect the Employer against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Sub-Clause 15.7 hereof.

15.4 Any Bid not accompanied by an acceptable Bid Security shall be considered by the Employer as non-responsive, pursuant to Clause IB.24.

15.5 The Bid securities of unsuccessful Bidders will be returned upon award of contract to the successful Bidder or on the expiry of validity of Bid Security whichever is earlier.

15.6 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security, pursuant to Clause IB.34 and signed the Contract Agreement, pursuant to Clause IB.35.

15.7 The Bid Security may be forfeited:

(a) if a Bidder withdraws his Bid during the period of Bid validity;
(b) if a Bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 hereof; or

(c) in the case of a successful Bidder, if he fails to:
  (i) furnish the required Performance Security in accordance with Clause IB.34, or
  (ii) sign the Contract Agreement, in accordance with Clause IB.35.

IB.16 Validity of Bids

16.1 Bids shall remain valid for 120 days after the date of Bid opening as prescribed in Clause IB.19.

16.2 In exceptional circumstances prior to expiry of original Bid validity period, the Employer may request the Bidders to extend the period of validity for a specified additional period which shall in no case be more than the original Bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiture of his Bid Security. A Bidder agreeing to the request will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects in which case, the Employer will be obligated to compensate the Bidders, upon substantiation for their increase in costs (if it is a fixed price bid).

IB.17 Format and Signing of Bid

17.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

17.2 All Schedules to Bid (A to L) are to be properly completed and signed.

17.3 No alteration is to be made in the Form of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the Bid may be rejected.

17.4 Each Bidder shall submit one (1) Original and two (2) Copies, of the documents comprising the Technical bid as described in Clause IB.9 and clearly mark them “ORIGINAL” and ‘COPY” as appropriate. In the event of discrepancy between them, the original shall prevail. The Financial Bid alongwith Bid Security shall be submitted duly by the bidders who are found successful after Technical Bid Evaluation.

17.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder. All pages of the Bid and Schedules to Bid shall be initialed and stamped by the person or persons signing the Bid.

17.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

17.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their Bids and the Contract is to be sent.

17.8 Bidders should retain a copy of the Bidding Documents as their file copy.

(D) SUBMISSION OF BIDS

IB.18 Sealing and Marking of Bids

18.1 Each Bidder shall submit his Bid as under:

(a) TECHNICAL BID

1. ORIGINAL and TWO copies of the Technical & Financial Bids submitted.

2. The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified.

3. The bid prepared by the bidder shall comprise Technical Bid with following documents:-

   The Bidder shall submit with its Technical Bid the following documents. Technical Bid will not be considered if following mandatory documents are not attached

   - Letter of Technical Bid duly filled, signed and sealed.

   - PEC Licensed in Category C-2 and above with specialization codes of CE-10, ME-06, EE-04 & EE-05 (in case of JV/ Consortium, the lead firm must fulfill the C-2 Category requirement with specialization codes of either CE-10 or ME-06 while other JV/ Consortium partners shall have at-least Category C-3 covering all remaining specialization codes).

   - Valid Registration with Income Tax Department and other relevant Tax Authorities.

   - Certificate of registration with Sindh Revenue Board, showing Sindh Sale Tax Registration Number (SNTN)

   - Schedules (A to I) to Bid duly filled and signed, in accordance with the instructions contained therein.

   - Documentary evidence of the year of establishment of the bidding firm.

   - Affidavit on the stamp paper (duly notarized) that the bidding firm is not black listed by any Procuring Agency, Govt. or Semi-Govt. Departments, Autonomous bodies, International Organization and any Client/ Employer, Cantonment Boards in Pakistan.

   - Affidavit on stamp paper of Rs. 100/- (duly notarized), providing list of any present or past litigation of the Bidding Firm with any procuring Agency, Govt. or Semi-Govt. Departments, Autonomous bodies, international organization and any Cantonment Boards in Pakistan. If no litigation, the said affidavit should mention the same. Litigation statement shall be provided in the following format:

Sr. No.	Name of person/ Entity	Litigation Nature	Name of Project	Litigation date	Litigation result In progress/ concluded	If concluded, mention result

- A firm undertaking on Stamp Paper of Rs. 100/- by the Bidder that his Lump-Sum Fixed Price Bid is inclusive of all user requirements, irrespective of any major or minor item being missed in his Technical Proposal all works shall be completed under the contract in his quoted lump-sum fixed price and no additional payment over and above the lump-sum fixed price quoted by him shall be claimed or admissible under any circumstances.

- Valid workable design conforming to minimum design parameters/ guide lines attached with bidding documents.

4. After Technical Evaluation, only qualified bidder shall be asked to submit Financial Bid.

(b) FINANCIAL BID

The Bidder shall submit Financial Bid after receipt of information and schedule from the client.

- Letter of Price Bid duly filled, signed and sealed.

- Schedules (K to L) to Bid duly filled and signed, in accordance with the instructions contained therein.

- Schedule of Prices completed.

- Bid Security as mentioned in Instruction to Bidders Clause IB-15

However, the following documents shall be submitted alongwith Technical Bid.

- Annual Turnover/ Audit Report of last 05 years (2012-2016) duly Audited with Chartered Accountant.

- Financial Soundness Certificate, Bank Statement from atleast AA Rated bank.

- Existing work load/ work order with details of works under execution.

- Income Tax Return for last 5 years.

18.2 The inner and outer envelopes shall;
(a) be addressed to the Employer at the address given in Sub-Clause 6.1 heretofore.
(b) bear the Project name, Contract No. and Date of opening of Bid.
(c) Provide a warning not to open before the time and date for Bid opening.

18.3 The Bid shall be delivered in person or sent by registered mail at the address to Employer as mentioned in the Invitation to Bids.

18.4 In addition to the identification required in Sub-Clause 18.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late” pursuant to Clause IB.20.

18.5 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.19 Deadline for Submission of Bids

19.1 (a) Bids must be received by the Employer at the address specified in Invitation for Bids not later than the time and date stipulated in the Invitation for Bids.

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the Bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids.

(c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid package.

(d) Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger.

19.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

19.3 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an corrigendum in accordance with Clause IB.7, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.20 Late Bids

20.1 (a) Any Bid received by the Employer after the dead line for submission of Bids prescribed in Clause IB.19 will be returned unopened to such Bidder.

(b) Delays in the mail, delays of person in transit, or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger, courier service or by mail.

IB.21 Modification, Substitution and Withdrawal of Bids

21.1 Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that modification, substitution or written notice of the withdrawal is received by the Employer prior to the deadline for submission of Bids.

21.2 The modification, substitution or withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.18 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

21.3 Withdrawal of a Bid during the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Clause IB.15.

(E) BID OPENING AND EVALUATION

IB.22 Bid Opening

22.1 A committee consisting of nominated members by the Employer and by the Project Manager/ Engineer will open the Bids, including withdrawals, substitution and

modifications made pursuant to Clause IB.21, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Invitation for Bids. Technical Bids will be opened first. At the end of the evaluation of the Technical Bids, the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend opening of the Price Bids.

The Bidders' representatives who are present shall sign in a register evidencing their attendance.

22.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.21 shall not be opened.

22.3 The Bidder's name, Bid Prices, unit rates, any discount offered, Bid modifications, substitutions and withdrawals, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the Bid opening. The Employer will record minutes of Bid opening.

Any Bid Price or discount which is not read out and recorded at Bid opening will not be taken into account in the evaluation of Bid. Any discount offered by the Bidder on its quoted prices, shall only be considered if such discount is either shown on the duly filled-in, signed and stamped Form of Bid/Letter of price bid or on the Summary Page of the quoted amount for Lump sum contract/bill of quantities as applicable. In case of any discrepancy or difference in the rate or amount of discount mentioned in the Form of Bid/Letter of price bid (as duly filled-in and signed), and on the Summary Page of the Priced BOQ, the discount shown on the Priced BOQ shall prevail. Discount, if offered, through a separate letter of discount submitted with the Bid, will not be entertained and shall be considered null & void."

22.4 Discounts offered for lesser period than the Bid validity shall not be considered in evaluation.

IB.23 Clarification of Bids

23.1 To assist in the examination, evaluation and comparison of Bids, the Project Procurement Committee may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

IB.24 Preliminary Examination & Determination of Responsiveness of Bids

24.1 Prior to detailed evaluation pursuant to Clause IB.26, the Procurement Committee will determine the responsiveness of the Bids. The Procurement Committee shall determine whether a Bid is a Conforming Bid. A Conforming Bid is a bid that conforms in full, both in Engineering and Operational terms with the Employer's Conforming Scheme and in financial, organisational and obligation terms with the General Conditions of Contract, except for minor departures that do not materially affect the design, construction method or operational characteristics of the Project or the financial, organisational or obligation regime under which the Concession will be conducted.

However, the Employer's decision may be reviewed and bidder's grievances / complaints, that may occur prior to the entry into force of the procurement contract, shall be addressed by the committee constituted by the Employer comprising odd number of persons with proper powers and authorizations.

(a) the Procurement Committee will examine the Bids to determine whether;

(i) the Bid is complete and does not deviate from the scope,
(ii) any computational errors have been made,
(iii) required sureties have been furnished,
(iv) the documents have been properly signed,
(v) the Bid is valid till required period,
(vi) the Bid prices are firm during currency of contract if it is a fixed price bid,
(vii) completion period offered is within specified limits,
(viii) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience,
(ix) the Bid does not deviate from basic technical requirements; and
(x) the Bids are generally in order.

(b) A bid is likely not to be considered, if;
(i) it is unsigned,
(ii) its validity is less than specified,
(iii) it is submitted for incomplete scope of work,
(iv) it indicates completion period later than specified,
(v) it indicates that Works and materials to be supplied do not meet eligibility requirements,
(vi) it indicates that Bid prices do not include the amount of income tax, and
(vii) Alteration in Form of Bid as per IB.17.3.

(c) A bid will not be considered, if;
(i) it is not accompanied with bid security,
(ii) it is submitted by a Bidder who has participated in more than one Bid,
(iii) it is received after the deadline for submission of Bids,
(iv) it is submitted through fax, telex, telegram or email,
(v) it indicates that prices quoted are not firm during currency of the contract whereas the Bidders are required to quote fixed price(s),
(vi) the Bidder refuses to accept arithmetic correction,
(vii) it is materially and substantially different from the Conditions/ Specifications of the Bidding Documents.

It is after review and determination of the responsiveness as per above that further action on technical evaluation will be taken.

24.2 Arithmetical errors will be rectified on the following basis:

The Bids are on lump-Sum fixed price basis and as such, the amount extended in Letter of Price Bid shall be considered as the Bid Price irrespective of any arithmetical or any other errors in the Schedule of Prices. As such, if there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the total price shall prevail and the unit price shall be corrected within the segment on prorata basis. Total price shall be considered final as quoted. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Bid price entered in Form of Price Bid and the total shown in Schedule of Prices Summary, the amount stated in the Bid shall be considered as final and Schedule of Prices will be corrected/ adjusted preferably in the same segment of the work.

24.3 Prior to the detailed evaluation, pursuant to Clause IB.26 the Procurement Committee will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

A material deviation or reservation is one:

(i) which affect in any substantial way the scope, quality or performance of the Works;

(ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or

(iii) whose rectification/adoption would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

The Employer's/Project Manager/Engineer's determination of a Bid responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

24.4 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

24.5 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, as long as the waiver does not prejudice or affect the relative ranking of any Bidder.

IB.25 Conversion to Single Currency

25.1 Not Applicable.

IB.26 Detailed Evaluation of Bids

26.1 Only the Bids previously determined to be substantially responsive pursuant to Clause IB.24 and fulfilling following Mandatory requirements will be evaluated and compared in detail by the Procurement Committee to be nominated by the Employer.

26.2 Evaluation and Comparison of Bids

The Technical & Financial Proposals are opened at the date and time specified in the NIT. Further evaluation of only those bidders will be carried out who have cleared all the Mandatory requirements mentioned 18.1-(a) above. The Technical Proposals shall be evaluated. Qualified bides shall be informed accordingly.

After the evaluation of Technical Proposals as above, the second stage is to invite Bidders to submit Financial Proposals and Revised Technical Proposals in compliance with the acceptable technical standard. The Financial Proposals are opened infront of Procurement Committee at date and time maintained in the invitation letter.

26.3 Evaluation Criteria

The Bids will be evaluated on the basis of points as detailed below. Financial proposal of only those bidders shall be opened whose Technical Proposal gets 50% in each of the five categories mentioned below and overall 60 qualifying points out of 100 maximum points. The following information shall be presented in an orderly manner and no extra/ additional information is required so as to facilitate efficient evaluation.

a. EXPERIENCE	**Max. Point 30**
(1). List of overall experience of the firm as lead contractor with details of satisfactorily completed works in past Ten years (02 point for each project of Rs. 300 million or above upto a maximum of 05 projects). Documentary proof (i.e. work	Max. Point 10

order & completion certificate) be attached. The projects should be presented strictly in the following format and no additional information should be given:

Sr. No.	Name of Work	Employer/ Client	Amount (Rs.)	Date		Documents enclosed (Y/N)	
				Start	Completion	W-order	Completion
1							
2							
3							
.							
5							

(2). Experience of similar works (works related to pumps & construction of pump house) as lead contractor (02 points for each facility / project essentially comprising of Civil, Mechanical and Electrical works, satisfactorily completed in last 10 years of at least Rs. 300 million or above max of 02 projects. Documentary proof (i.e. work order & completion certificate) be attached. The projects should be presented strictly in the following format and no additional information should be given: Max. Point 20

Sr. No.	Name of Work	Employer/ Client	Amount (Rs.)	Date		Documents enclosed (Y/N)	
				Start	Completion	W-order	Completion
1							
2							
3							

b. SUBMISSION OF DESIGN **Max. Point 20**

(1). Satisfactory/ Workable Design in accordance with laid down/ guideline parameters indicated in bidding documents duly stamped and signed. Max. Point 15

(2). Proposed Detailed Construction Schedule (inter-relating all the sub-heads of the works) alongwith monthly progress schedule as per Clause 12.1 and 12.4 of PCC Max. Point 05

c. PERSONNEL CAPABILITIES **Max. Point 25**

(1). Execution Team **Max. Point 08**

(a) Project Manager - Professional Engineer registered with PEC with at-least 15 years overall experience and 10 years experience in related works having completed at-least two Pumping Stations worth more than Rs. 300 million. Detailed CV alongwith PEC registration, to be submitted. Max. Point 03

(b) List of employed Engineers with qualification and at-least 10 years experience of working on Pumping Station Project alongwith documentary proof and PEC Registration Number (01 Point for each Engineer (02 Civil, 2 Mechanical and 1 Electrical)). Max. Point 05

(2). Design Team **Max. Point 17**

The Bidder shall submit the details of proposed Design Team / Consultant alongwith a firm commitment from the Design Team / Consultant that they will submit the complete design to KW&SB alongwith softcopy / design calculations, the Design Team / Consultant shall provide complete Design Services to the Bidder and shall take its design liability for the project if the project is awarded to the bidder. Design Team / Consultant shall be considered only if a valid PEC License as Consulting Engineer is provided having Specialization Codes of 1204 and above mentioned undertaking. The required details / evaluation criteria is:-

(a) Previous Design Experience
4.5 for each Engineer (Mechanical) who has overall 15 yrs. experience with atleast 2 projects of Pumping Station design experience. — Max. Point 09

(b) Proposed Principal Design Engineer (Civil)
Structure Engineer (ME-Structure) with 15 Years of experience and design experience of atleast 2 Pump Houses (02 point per each engineer) — Max. Point 04

(c) Design Engineer (Electrical)
Electrical Engineer (ME-Electrical) with 15 Years of experience and design experience of atleast 2 Pump Houses (02 point per each engineer) — Max. Point 04

d. EQUIPMENT CAPABILITIES — Max. Point 05

(1). List of machinery and equipment intended to be used on the project with proof of ownership

Sr. No.	Description	Marks Assigned	Distribution of Marks
(a)	Excavator equipped with Jack hammer and bucket (2 Nos.) Owned or Leased	1	o 0.5 mark for each equipment
(b)	Crane with long boom 60 feet or more (02 Nos.) Owned or Leased	2	o 1 mark for each equipment
(c)	Welding Plant with mounted wheels with high amperage (2 nos.)	2	o 1 mark for each equipment

e. DOCUMENTARY EVIDENCE OF FINANCIAL SOUNDNESS — Max. Point 20

(1). Income Tax Return duly accepted by CBR of 5 years. — Max. Point 03

(2). Comprehensive Balance Sheet duly audited from Chartered Accountant for last 05 years. — Max. Point 06

(3). Financial Soundness Certificate atleast from AA rated bank — Max. Point 01

(4). Working Capital of last 05 years to be ascertained from Balance Sheet duly Audited by Chartered Accounted and Income Tax Return duly accepted by CBR. — Max. Point 10
o Less than Rs. 300 M - 0 Points

- o Upto Rs. 450 M - 03 Points
- o Upto Rs. 600 M - 06 Points
- o Above Rs. 600 M - 10 Points

Total Max. Point 100

Note:
"KW&SB" will verify the validity of submitted documents from the respective Employers / Clients / Banks/ Auditors, etc. and if it is found out that any fake / misleading / un-verifiable document and / or information has been provided by the Bidder than take action regarding disqualification or black-listing of the bidder as per relevant SPPRA Rules.

26.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Schedule of Prices to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

IB.27. Domestic Preference

27.1 In the comparison of evaluated Bids, the Goods manufactured in Pakistan, will be granted a margin of preference in accordance with the following procedures, provided the Bidder shall have established to the satisfaction of Employer that the manufacturing cost of such Goods includes a domestic value addition equal to at least 20% of the ex-factory Bid price of such Goods. Bidders applying for domestic preference shall fill in Appendix C to these Instructions to substantiate their claim.

27.2 The Procurement Committee will first review the Bids to determine, the Bid group classification in accordance with Sub-Clause 10.2 hereof.

27.3 Not Applicable

27.4 Not Applicable

27.5 Not Applicable

27.6 Not Applicable

27.7 Not Applicable

IB.28 Process to be Confidential

28. 1 Subject to Clause 23 heretofore, no Bidder shall contact Employer and/or Project Manager/Engineer on any matter relating to its Bid from the time of the Bid opening to the time the Bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the Bids evaluated.

28.2 Any effort by a Bidder to influence Employer and/or Project Manager/Engineer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the Bid evaluation result; however, mere fact of lodging a complaint shall not warrant suspension of the procurement

process.

(F) AWARD OF CONTRACT

IB.29. Post-Qualification

29.1 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

29.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualification submitted under Appendix B to Instructions to Bidders "Evidence of Bidder's Capability" by the Bidder pursuant to Clause IB.13, as well as such other information as required under the Bidding Documents.

29.3 An affirmative determination will be a pre-requisite for award of the Contract to the lowest evaluated Bidder. A negative determination will result in rejection of that Bidder's Bid in which event, Employer will proceed to undertake a similar determination of the next lowest evaluated Bidder's capabilities to perform the Contract satisfactorily.

IB.30 Award Criteria

30.1 Subject to Clause IB.32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.29.

IB.31 Employer's Right to Vary Quantities

31.1 Employer reserves the right at the time of award of Contract to increase or decrease by up to 15% the quantity of Plant and Services contained in the Schedule of Prices without any change in the unit price or other terms and conditions.

IB.32 Employer's Right to Accept any Bid and to Reject any or all Bids

32.1 Notwithstanding Clause IB.30, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Employer's action except that the grounds for its rejection shall upon request be communicated, to any Bidder who submitted a Bid, without justification of grounds. Rejection of all Bids shall be notified to all Bidders promptly.

32.2 No negotiation with the Bidder having been evaluated as lowest responsive or any other Bidder shall be permitted. However, the Employer may have clarification meeting(s) to get clarified any item(s) in the Bid evaluation report.

IB.33 Notification of Award

33.1 Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the design, execution and completion of the Works/facility by the

Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

33.2 The Letter of Acceptance and its acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.

33.3 Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid securities.

IB.34 Performance Security

34.1 The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 5% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

34.2 Failure of the successful Bidder to comply with the requirements of Sub-Clauses IB.34.1, IB.35 or Clause IB.44 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.35 Signing of Contract Agreement

35.1 Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send to the successful Bidder the Form of Contract Agreement provided in the Bidding Documents, duly filled in and_incorporating all agreements between the parties for signing and return it to the Employer.

35.2 The formal Agreement between the Employer and the successful Bidder shall be executed within fourteen (14) days of the receipt of such Form of Contract Agreement by the successful Bidder from the Employer.

(G) ADDITIONAL INSTRUCTIONS

IB.36 Instructions not Part of Contract

36.1 Bids shall be prepared and submitted in accordance with the above Instructions to Bidders including Additional Instructions which are provided to assist Bidders in preparing their Bids, and do not constitute part of the Bid or the Contract Documents.

IB.37 Contract Documents

37.1 The Documents which will be included in the Contract are listed in the Form of Contract Agreement set out in these Bidding Documents.

IB.38 Sufficiency of Bid

38.1 Each Bidder shall satisfy himself before bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices. Except insofar as it is otherwise expressly provided in the Contract, the rates and prices entered in the Schedule of Price shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works/facility.

IB.39 One Bid per Bidder

39.1 Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified and Bids submitted by him shall not be considered for evaluation and award.

IB.40 Bidder to inform himself

40.1 The Bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the Bid and entering into a Contract for execution of the Works/facility. This shall include but not be limited to the following:

(a) inquiries on Pakistani Income Tax to the Commissioner of the Income Tax and Sales Tax, Karachi

(b) inquiries on customs duties and other import taxes, to the concerned authorities of Customs and Excise Department.

(c) information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.

(d) investigations regarding transport conditions and the probable conditions which will exist at the time the Plant will be actually transported.

IB.41 Alternate Proposals by Bidder

41.1 Should any Bidder consider that he can offer any advantage to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his Bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.

41.2 Alternate Proposal(s), if any, of the lowest evaluated responsive Bidder only may be considered by the Employer as the basis for the award of Contract to such Bidder.

IB.42 Local Conditions

42.1 Bidder must verify and supplement by his own investigations the information about site and local conditions. However, Employer will assist the Bidder wherever practicable and possible.

42.2 All Bidders are required to visit the site at their own expense to review the areas allocated for the Plant and the interfacing facilities, if any. Bidders may also wish to study local conditions, available facilities, communications, craft wages, roads and other transport facilities. Bidders shall also acquaint themselves with the relevant laws, rules, and regulations of Pakistan.

42.3 The Bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

IB.43 Pre-Bid Meeting

43.1 The Employer may, at his own or at the request of any prospective Bidder(s), hold a Pre-Bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of Pre-Bid meeting, if convened, shall be intimated through letter for invitation.

All prospective Bidders or their authorized representatives shall be invited to attend such a Pre-Bid meeting.

IB.44 Integrity Pact

44.1 The Bidder shall sign and stamp the Integrity Pact provided in Schedule-J to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the Bid non-responsive.

IB.45 General Performance of the Bidders

45.1 The Employer reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts/works (Schedule-I to bid). The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council. Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

(H) APPENDICES

The Appendices to ITB are as given below:

- Appendix-A: Name of Eligible Countries
- Appendix-B: Evidence of Bidder’s Capabilities
- Appendix-C: Domestic Goods (value added in Pakistan)

Appendices are given here below:

Appendix A to
Instructions to Bidders

NAME OF ELIGIBLE COUNTRIES

All pumping equipments including motors, valves, pressure reducing valves, flow meters, actuators, surge control equipment & overhead crane, shall be from the world renowned manufacturers of North America, Western European or Japanese origin, and manufactured and shipped only from these origins. The manufacturer proposed by the Contractor, from these regions will be subject to approval of the Employer/Engineer.

Appendix B to
Instructions to Bidders

EVIDENCE OF BIDDER'S CAPABILITY

Note: Bidders to provide the following information with the Bid separately and indicate herein its references where this information is available.

Sr. No.		Information to be Supplied	Bid References
1.		Name of Bidder, business address and country of incorporation.	
2.		Type of firm whether individually owned, partnership, corporation or joint venture and the names of its owners or partners.	
3.	(a)	The annual reports giving general description of the firm, sort of business carried out, balance sheets, profit and loss statements, turn over and business done by the firm, duly authenticated, for the last five (5) years. Audited Balance Sheets for the preceding five (5) years and projected assets and liabilities for the next two (2) years shall be provided. i. Total value of works in hand on bid opening/preparation date. ii. Total value of works completed in last three years.	
4.	(a)	Has completed at least one (1) EPC/Turnkey Contract with a min. value of Rs. 500 Million during the last ten years.(Schedule-I to bid)	
	(b)	Has designed, supplied and installed atleast one similar facility during the last ten years of Rs. 500 Million (Schedule-I to bid)	
5.		Location and address of manufacturing facilities as applicable.	
6.		Full description of factories owned and the annual manufacturing capacities of various items made therein.	
7.		Details of the facilities where the offered equipment is proposed to be manufactured. This description should include the facilities and capacities of the particular factories.	

Sr. No.		Information to be Supplied	Bid References
		including testing facilities and the processes used in manufacturing and testing. Where parts or components are purchased from outside, the details of equipment purchased and the names and experience record of the suppliers.	
8.		Detailed description of the quality control testing and research facilities. If the equipment is manufactured under license, the name of the licensee and details of the licensing arrangements, such as the duration of the license, the facilities provided to the Bidder by the licensee and whether future improvements are available or not etc. A copy of the license agreement may be attached. Quality Control/ Quality assurance plan must also be submitted.	
9.	(a)	Names, qualifications and experience of the key technical personnel along with Resumes.	
	(b)	(i) Nos. of total permanent Staff on roll of the company.	
		(ii) Nos. of total qualified engineers on roll of the company.	
10.		The time since the manufacturer has been in this business and the time since he has been doing work of similar nature.	
11.		The time since the particular equipment offered has been manufactured and the time for which it has been in service. The manufacturer shall have the experience stated in Sub-Clause IB 13.4(a).	
12.		Reference lists of similar works done by the Bidder in its country and abroad indicating the name of customer, description and quantity of product, year of supply and the approximate value. This is an important consideration and should be filled in with full details (attach separate sheet if needed)	

Sr. No.		Information to be Supplied	Bid References
13.		Details of projects under execution and future contractual commitments (for each partner, in case of a joint venture).	
14.	(a)	Banking reference, names of banks and addresses may be given to whom reference regarding financial capability of the Bidder may be made, with authority to make inquiries from the Bidder's bankers and clients regarding any financial and technical aspects (for each partner, in case of a joint venture).	
	(b)	Detail of OD limit allowed to the firm by the bank for the business including amount and its validity period.	
15.		Health, Safety and emergency plan as well as Risk Management plan for the project.	
16.		Detailed/ Integrated work plan alongwith methodology to complete the assignment.	
17.		Training and Employment plan of local work force for which contractor is to atleast have a budget of Rs 01 Million for incurring expenditures on arranging such trainings for Consultant/Employer staff comprising of 10 person for the period of six months, who are to maintain and operate the facility after construction. This is not reimbursable and contractor has to consider this amount included in his over heads.	
18.		Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder over the last ten (10) years. The information shall indicate the parties concerned, the matter of dispute, the disputed amounts and the result thereof (for each partner, in case of a joint venture).	

Appendix C to
Instructions to Bidders

Domestic Goods (Value added in Pakistan)

[Bidders claiming eligibility for domestic preference should fill in for supply items only, all columns hereunder and provide necessary documentation to substantiate their claim].

Sr. No.	Description of Indigenous Goods	Unit	Qty	Total Price of Goods Ex-Factory (Pak Rs.)	Domestic value added in the manufacturing cost as percentage of Ex-Factory Price	Amount of value addition (Pak Rs.)
1	2	3	4	5	6	7
Total in columns 5 & 7						

Computations:

A. Total amount of Value Addition (from Col.7) Rs_____

B. Total Ex-Factory Price of Indigenous Goods (from Col.5) Rs_____

C. Total DDP Price of imported supply items Eqv. Rs_____

D. Total Price of supply items [B+C] Eqv. Rs_____

E. % of value addition = [(A/D)x100] _____%

F. Domestic Preference =(15,20 or 25)% of B Rs_____

Not Used

LETTER OF TECHNICAL BID & SCHEDULE TO BID

LETTER OF TECHNICAL BID

Bid Reference No. : _____
Package No. : _____

REPLACEMENT OF 02 NOS. OLD DIESEL BASED PUMPING MACHINERIES WITH ELECTRICAL BASED PUMPING UNITS INCLUDING PRIME MOVERS & ALLIED ELECTRICAL/ MECHANICAL EQUIPMENTS AT 1st PHASE PUMP HOUSE AT DHABEJI ON EPC/ TURNKEY BASIS ON LUMP-SUM FIXED PRICE BASIS

To:

……
……
……

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Specifications, Drawings, Schedules to Bid, Schedule of Prices and Addenda Nos. …….. for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address …… …… ……. and being duly incorporated under the laws of …… hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said documents including Addenda thereto.

2. We understand that all the Schedules attached hereto form part of this Bid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of …… drawn in the favor of, or made payable to the Employer, …… and valid for a period ….. days beyond the period of validity of Bid.

4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the whole of the Works comprised in the Contract within the time(s) stated in Preamble to the Conditions of Contract.

5. We agree to abide by this Bid for the period of ……. days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.

8. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Works.

9. We do hereby declare that our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier]*.

10. We, including any subcontractors or suppliers for any part of the Contract, do not have any conflict of interest.

11. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.

12. We confirm, if our Bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer. (Please delete in case of Bid from a single firm).

Dated this _____day of_____2017

Signature: _____ in the capacity of _____duly authorized to sign Bids for and on behalf of _____

(Name of Bidder in Block Capitals)

(Seal)

Address:_____

_____

_____

Witness:

Signature: _____

Name: _____

Address:_____

_____

Occupation_____

SCHEDULE - A TO BID

SPECIFIC WORKS DATA

The main technical data is prescribed in the relevant sections of the Technical Provisions. However, the Bidder may supplement the main technical data by providing hereunder other salient parameters including main plant make, capacity and suitability for the equipment and works under consideration to enable the Employer/Project Manager/Engineer to assess technical conformance of the proposed process and the means available with the contractor to do it.

Initials of Signatory to Bid:……

SCHEDULE - B TO BID

PROPOSED ORGANIZATION FOR THE PROJECT

The Bidder shall provide in this Schedule Organization chart indicating the key personnel he will employ for Head office and for Site office involved in management, supervision and Project Manager/Engineering of the Works to be done under the Contract to direct and execute the Works, together with their names, qualifications, experience, positions held and their nationalities.

Designation	Name of Person	Summary of Qualifications, Experience, Present Position and Nationality

- Head Office:

- Site Office:
  Contractor's Representative
  Site Superintendent
  Supervising engineers
  Plant Erectors
  Construction Supervisors
  Other Key Staff

Initials of Signatory to Bid:…….

SCHEDULE - C TO BID
Sheet 1 of 2

METHOD OF PERFORMING THE WORKS

The Bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.

- A list of all major items of constructional and erection plant, tools and vehicles proposed to be used in carrying out the Works at Site, including number of each kind, make, type, capacity of all equipment, working condition, which shall be deployed by him for Civil Work and Erection, Testing and Commissioning of the Works, in sufficient detail to demonstrate fully that the equipment will meet all the requirements of the Specifications.

- The procedure for installation/erection of equipment and transportation of equipment and materials to the site.

- Details regarding mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

- The Contractor shall provide description of his construction camp's facilities and staff housing requirements.

- The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp and staff housing facilities. The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

    1. Site Preparation (clearing, land preparation, etc.).

    2. Provision of Services.

        a) Power (expected power load, etc.).
        b) Water (required amount and system proposed).
        c) Sanitation (sewage disposal system, etc.).

SCHEDULE - C TO BID
Sheet 2 of 2

3. Construction of Facilities

   a) Contractor's Office, Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).

   b) Warehouses and Storage Areas (area required, type of construction and layout).

   c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.)

4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).

5. Other Items Proposed (Security services, etc.).

Initials of Signatory to Bid:…….

SCHEDULE - D TO BID

PROPOSED PROGRAMME OF WORKS

Pursuant to Sub-Clause 7.2 of the Particular Conditions of Contract, the Works shall be completed on or before the date stated in Contract Data.

The Bidder shall provide the Proposed Construction Schedule in the form of "Programme" of Work and Monthly Progress Schedule described as under:-

a. Programme of Work

It shall be submitted in Primavera (level III) or PERT (Programme Evaluation Review Technique) showing the sequence of work items by which he proposes to complete the work of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

b. Monthly Progress Schedule

A separate Bar Chart Showing "Monthly Progress Schedule" showing major activities related to Cost of Project shall be submitted alongwith Programme of work mentioned above. This Monthly Progress Schedule shall be considered as Scheduled Progress as defined in sub clause 1.16.11 in Particular Conditions of Contract. The scheduled progress shall be referred throughout the currency of contract unless revised with the approval of the Client. Specimen of Monthly Progress Schedule is as under:-

Monthly Progress Schedule

S/No.	Activity	Months										
		1	2	3	4	6	7	8	9	10	11	12
	ABC											
	XYZ											
Percentage Scheduled Progress		5%	15%	-	-	-	-	-	-	-	-	100%

Programme of Work and Monthly Progress Schedule shall be finalized upto the satisfaction of the Client before singing of Contract Agreement

Initials of Signatory to Bid:……

SCHEDULE - E TO BID

WORK TO BE PERFORMED BY SUBCONTRACTORS

The Bidder will do the work with his own forces except the part (s) of the Works listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractor	Statement of similar works previously Executed (attach evidence)

Note:

1. The sub-Contractor will be employed with the approval of Employer.

2. The truthfulness and accuracy of the statement as to the experience of Subcontractors is guaranteed by the Bidder. The Employer's judgment shall be final as to the evaluation of the experience of Subcontractors submitted by the Bidder.

3. Statement of similar works shall include description, location & value of work, year completed and name & address of the clients.

4. This may include manufacturer(s) who are proposed here and their relevant details to be provided accordingly including make, capacity and salient features to make it particularly suitable for the works. The technology used should also be detailed adequately.

5. The Sub-Contractor will be replaced on the direction of Employer, whenever replaced Contractor should be of equal experience and capability.

6. Complete profile of Sub-Contractor should be provided.

Initials of Signatory to Bid:…….

SCHEDULE - F-1 TO BID

DEVIATIONS
FROM TECHNICAL PROVISIONS

It is presumed that the Bidder shall not take any deviation. However, if he intends to take deviations to the specified technical provisions, those must be listed in the space provided below:

Sr. No.	Clause No. / Section No.	Deviations/Clarifications

Note: Attach additional sheets, if necessary

Initials of Signatory to Bid:……

SCHEDULE - F-2 TO BID

DEVIATIONS
FROM CONTRACTUAL CONDITIONS

It is presumed that the Bidder shall not take any deviation. However, if he intends to take deviations to the specified Contractual/Commercial Conditions, those must be listed in the space provided below:

Sr. No.	Clause No. / Section No.	Deviations/Clarifications

Note: Attach additional sheets, if necessary

Initials of Signatory to Bid:…….

SCHEDULE - G TO BID

SPECIFIC OPERATION/ PLANT AND EQUIPMENT DETAIL

Note: Attach additional sheets, if necessary

Initials of Signatory to Bid:…….

SCHEDULE - H TO BID

JV AGREEMENT

[Employer to provide the standard form of Joint Venture Agreement]

Standard Form of PEC of JV/Consortium Agreement the same can be down loaded from www.pec.org.pk

(In the event that the successful Bidder is a joint venture formed of two or more companies, the Employer requires that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.)

SCHEDULE - I TO BID

PAST PERFORMANCE AND PRESENT COMMITMENTS

Past Performance

Sr. No.	Name of project(s)	Name of employer	completed cost	Start date	Planned completion date	Actual completion date	Satisfactory performance certificate from employer / Remarks regarding delays if applicable
1.							
2.							
3.							
4.							
5.							
6.							
7.							

Present Commitments

Sr. No.	Name of ongoing project(s)	Name of employer	Total cost	Start date	Planned completion date	%age of works completed	Award letter / Remarks regarding delays if applicable
1.							
2.							
3.							
4.							
5.							
6.							
7.							

Any Bidder showing projects outside Pakistan, the information provided on the project needs to be substantiated by certification of concerned country's embassy in Pakistan.

LETTER OF PRICED BID & SCHEDULE TO BID

LETTER OF PRICE BID

Bid Reference No. : _____
Package No. : _____

REPLACEMENT OF 02 NOS. OLD DIESEL BASED PUMPING MACHINERIES WITH ELECTRICAL BASED PUMPING UNITS INCLUDING PRIME MOVERS & ALLIED ELECTRICAL/ MECHANICAL EQUIPMENTS AT 1st PHASE PUMP HOUSE AT DHABEJI ON EPC/ TURNKEY BASIS ON LUMP-SUM FIXED PRICE BASIS

To:
……
……
……

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Specifications, Drawings, Schedules to Bid, Schedule of Prices and Addenda Nos. ……. for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address …… ……. and being duly incorporated under the laws of …….. hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price comprising of Local Currency Component of Lump-Sum Fixed Price of Pak Rupees ……. (Rs. ……).

2. We understand that all the Schedules attached hereto form part of this Bid.

3. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the whole of the Works comprised in the Contract within the time(s) stated in Preamble to the Conditions of Contract.

4. We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

6. We undertake, if our Bid is accepted to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.

7. We understand that you are not bound to accept the lowest or any Bid you may receive.

8. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Works.

9. We confirm, if our Bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer. (Please delete in case of Bid from a single firm).

Dated this _____day of_____2016

Signature: _____ in the capacity of _____duly authorized to sign Bids for and on behalf of _____

(Name of Bidder in Block Capitals)

(Seal)

Address:_____

_____

_____

Witness:

Signature: _____

Name: _____

Address:_____

_____

Occupation_____

SCHEDULE - J TO BID

Integrity Pact

[To be filled and signed by the Bidder]

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No._____ Dated _____
Contract Value: _____
Contract Title: _____

…… [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

SCHEDULE - K TO BID

ESTIMATED PROGRESS PAYMENTS

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of Works and the Rates in the Schedule of Prices, expressed in foreign and local currency of payments:

Period	**Amounts**	
	LCC (Rs.)	**FCC**
1st Month		
2nd Month		
‘		
‘		
‘		
‘		
‘		
‘		
30th Month		
Total Bid Price		

Initials of Signatory to Bid: ……

SCHEDULE - L TO BID

LUMP SUM COST BREAKUP FOR MAJOR COST ITEMS

The Bidder is to provide a detailed breakup of his Lump sum costs in a manner that the overall picture for the quoted price can be understood. It should include major heading wise cost breakup including rate analyses for at least 6 major cost items as required to analyze it.

SCHEDULE OF PRICES

PREAMBLE TO SCHEDULE OF PRICES

1. General

The schedule of Prices include this preamble, the schedule of Payments the schedule of prices of Civil, Electrical and Mechanical Works and the summary of price.

The schedule of prices shall be read in conjunction with the conditions of contract together with the employer's requirements, contractor's specification and drawings.

The contractor shall be for the whole of the works as described in these Tender Documents. Tenders must be for the complete scope of work.

The bidder shall give breakdown of his Tender Price in the Performa of schedule of Prices in Pak Rupees only.

2. Description

The general descriptions and descriptions of work and materials are not repeated or summarized in the schedule of prices. References to be the relevant sections of the Tender Documents shall be made before entering prices against each item in the schedule of prices.

3. Units & Abbreviations

Units of measurement, symbols and abbreviations expressed in the Tender Documents shall comply both with System International Units. (SI Units).

The following abbreviations shall be used in the Schedule of Prices:

	Abbreviation
Pakistani Rupees	Rs.
Number	No.
Kilometer	km
Provisional Sum	PS
Percent	%

4. The lump sum price entered in the Bid and the breakdown of this price in the schedule of prices cover all the contractors obligations under the contract and all maters and things necessary for the Design, Supply, Installation, Operation and Maintenance of works including design, drawings, procurement of all materials construction quality assurance, quality control and testing and all other indicated works required or implied for proper completion and to implement complete work as described in these documents, and as designed, specified and detailed by the Contractor and agreed by the Employer.

The bid price shall include for providing all materials, labour including supervision thereof, construction plant, temporary works, transport to and from the site and in and about the work and all other things of every kind required for the execution and maintenance of works. Any other works required for proper functioning of the works shall be deemed to have been included in the price quoted by the Bidder.

5. The interim payments based on amounts in the schedule of prices for work items of each part shall be made as per the schedule of Payments.

6. No foreign exchange shall be made available by the Employer to the contractor. The contractor shall arrange his own foreign exchange for all works, supplies and services under the contract.

7. The bidder shall include all applicable duties and taxes and other Federal/Provincial/Local Government levies and fees on imported/local goods in his Bid on the basis of prevailing rates available on the base date. These are to be filled in appropriate column of schedule of prices.

8. Unless otherwise stipulated in the conditions od contract, the contract prices or amounts entered by the bidder shall not be subject to adjustment during the performance of the contract.

9. The contractor shall provide for all parts of the works to be completed in every respect for commercial operation. Notwithstanding that any details, accessories etc. required for the complete installation and satisfactory operation of the plant, are not specifically mentioned in the Employers requirement, such details shall be considered as included in the contract price.

4. Provisional sums included and so designated in the schedule of prices if any, shall be expended in whole or in part at the direction and discretion of the employer. The contractor will only receive payment in respect of provisional sums if he has been instructed by the employer to utilize such sums.

11. Rates and Prices

11.1 Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Schedule of Prices will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Works, the provision of services including his overheads, income tax, super tax, other indirect costs, customs & other duties, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

The unit rates shall be extended to show the total amount for each item. The total of the Schedule of Prices is the Total Bid Price and shall be entered in Paragraph 1 of the Form of Price Bid. Where a discrepancy exists between the unit rate and the extended total amount, the unit rate shall be taken as correct and the total amount adjusted accordingly.

11.2 Unless otherwise stipulated in the Conditions of Contract, the rates and prices entered by the Bidder shall be fixed and firm and shall not be subject to adjustment during the performance of the Contract.

11.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date twenty eight (28) days prior to the deadline for submission of Bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.

Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed/ deducted as per provisions of the Conditions of Contract.

11.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Prices, and where no items are provided in the Schedule of Prices for any work required to be executed by the Contractor on EPC/Turnkey basis under single responsibility for the completion of the Works and to make the structure operationally complete, the cost of such item(s) shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made by the Employer for those items executed by the Contractor.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Where a Bidder fails to quote a price of any item of the Schedule of Prices, the Employer will consider that the price of that item is included among other items and the Contractor will be obligated to furnish that item at no extra cost to the Employer, if awarded the Contract.

11.5 The Bidder shall be deemed to have obtained all information as to port clearance facilities and charges, loading and unloading facilities and charges, storage facilities and charges, transportation facilities and charges, congestion and/or other conditions to be expected at Karachi Port and or any other seaport of Pakistan and all requirements related thereto.

The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site. The Bidder shall be deemed to have included all clearing, forwarding and other incidental costs in this regard in his Bid. The Contractor will have the option to use either Karachi Port or any other seaport of Pakistan.

11.6 The Contractor shall provide all parts of the Works to be completed in every respect for commercial operation. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Plant, are not specifically mentioned in the Schedule of Prices, Specifications including Bid Drawings, such details shall be considered as included in the Contract Price. All charges for the supply of goods, materials, accessories or work not specifically mentioned herein but necessary for the completion and operation of the Works shall be deemed to have been included in the quoted prices.

11.7 All costs in connection with inspection and witnessing of Factory Acceptance Tests within and outside Pakistan as per provisions of Sub-Clause 20.6 of Particular Conditions of Contract and cost of works, tests and temporary erection etc. as indicated in Specifications - Special Provisions and Clause 3.1 and various other clauses shall be borne by the Contractor and shall be deemed to have been included in the quoted prices. All costs in connection with the holding of meetings shall be borne by the Contractor.

The rates in the Schedule of Prices shall also include Contractor's cost for providing Performance Security and other Bank Guarantees required for performance of the Contract.

12. Bid Prices

12.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed below:

a) Shipping & Insurance

i) Shipping

The Bidder shall quote prices for shipping from port of shipment to the port of entry in Pakistan (Pakistan seaport) for the sub-totals of the Plant, Erection Equipment, Spare Parts, Workshop Equipment and other materials to be imported in Pakistan for the Contract. Such prices shall include all marine transportation costs including ocean freight, heavy lift charges, fees and other charges, etc.

The prices for shipping/marine transportation shall be quoted for shipment through any reputed shipping lines acceptable to the Employer including Pakistan National Shipping Corporation (PNSC).

Cost of shipment(s) affected by the Contractor at his option by aircraft shall be deemed to be included in the Total Bid Price.

ii) Insurance

The Bidder shall quote prices for insurance cover from ex-factory/ex-works to the Site (warehouse to warehouse) for the sub-totals of the Plant, Erection Equipment, Spare Parts, Workshop Equipment and other materials to be imported in Pakistan for the Contract. Such prices shall include all insurance costs covering the responsibility for all loss or damages while loading, unloading, storing and trimming on board the vessel at the port of shipment or on inland carrier and transportation to Site.

The prices for transportation/marine insurance cover shall be quoted on the basis of insurance through insurers from any country(ies) of the world acceptable to the Employer.

b) Unit Price for Supply of Goods

The Bidder shall quote prices for Local Goods, materials (other than materials required for civil works such as concrete and reinforcement etc. cost of which will be included in the price of civil works) and equipment in the relevant column of Ex-Factory of "Schedule of Prices". Such prices shall include:

i) Design documentation, drawings, drafting, planning services, manufacturing, testing and packing of finished goods ready for delivery to Site including loading, unloading, transportation, storing and insurance costs,

ii) All custom duties, sales tax and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of Local Goods, materials and equipments.

c) Local Transport

Inland transportation for the Plant, Erection Equipment, Spare Parts and Workshop Equipment shall be the Contractor's responsibility in respect of:

i) the Plant, Erection Equipment, Spare Parts, Workshop Equipment and other materials offered from outside Pakistan; from the port of entry in Pakistan to the storage area at the Site, and

ii) indigenous Plant, Erection Equipment, Spare Parts, Workshop Equipment and other materials if any, offered from within Pakistan; from the factory in Pakistan to the storage area at the Site. The cost shall also include all insurance costs of Local Goods and other materials from factory to Site covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to Site. The cost of insurance of Local Goods shall be quoted on the basis of insurance through any insurance company listed in Clause 5.1 a) ii) here above, acceptable to the Employer.

All charges occurring therefrom including octroi, zila tax, fees etc. and charges for loading, forwarding and unloading expenses shall be borne by the Contractor. Unloading at the Site, handling of the Plant, Erection Equipment, Spare Parts, Workshop Equipment and other materials to the designated point of Site storage, checking and verifying all shipments received against shipping documents, issue of all receiving reports and issues of damage reports (when applicable) shall be the Contractor's responsibility.

The Bidder shall recognize such elements of the costs which he expects to incur in the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

d) Erection & Other Work

The Bidder shall quote prices for Erection & Other Work for the sub-totals of the Plant at the Site. Such prices shall include the costs of handling of the Plant and other materials from Site storage to point of final installation, erection, installation, testing, commissioning including all inspection, performance tests, reliability tests and responsibility for operation & maintenance of the Plant until issuance of the Taking-Over Certificate, the cost of foreign and local erection staff and labour, tools and equipment etc. It shall also cover the services of qualified representative(s) of the supplier(s) of Plant or adviser(s) to assure proper erection and commissioning of the Plant.

The price shall also include cost of arranging insurances in respect of Contractor's operations in Pakistan which insurances shall be effected by the Contractor with any insurance company listed in Clause 5.1 a) ii) hereabove, acceptable to the Employer.

e) Civil Works

The Bidder shall quote prices for Civil Works separately. Such prices shall include all costs of materials used for civil building and other construction works, construction for civil works, supervision including all costs of construction staff and labour, Contractor's Equipment, tools and equipment, etc.

f) Other Services

In the Schedule of Prices, under the relevant items, the Bidders shall quote prices for all costs to be incurred in connection with inspections and witnessing of tests at manufacturers' works within or outside Pakistan by the Employer/ Project Manager/ Engineer's staff.

12.2 Total Bid Price

The total of Bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

13. Erection & Testing Equipment and Maintenance Tools

13.1 The Bidder shall be responsible to provide all Erection and Testing Equipment & Maintenance Tools at the Site, at his own expenses.

14. Provisional Sums

14.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Employer/ Project Manager/ Engineer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Employer/Project Manager/Engineer to utilize such sums.

Provisional Sums shall be expended for reimbursement of Contractor's invoices for any additional site protection works, relocation of services or any other work / payments as instructed by the Employer/Project Manager/Engineer through Variation Order.

K - Electric cable laying for power supply parts with tools and equipment.

SUMMARY

CLIENT/OWNER : KARACHI WATER & SEWERAGE BOARD

NAME OF PROJECT : REPLACEMENT OF 2 NOS OLD DIESEL BASED PUMPING MACHINERIES WITH ELECTRICAL BASED PUMPING MACHINERIES INCLUDING CIVIL WORKS AT 1ST PHASE PUMP HOUSE DHABEJI

LOCATION : DHABEJI

Sub-Head	Name of Work	Amount (Rs.)
1	CIVIL WORKS	
2	ELECTRICAL, MECHANICAL WORKS RELATED TO PUMP HOUSE INCLUDES EQUIPMENTS & OPERATION / MAINTENANCE FOR THREE YEARS	
	TOTAL AMOUNT RS.	
a	**PROVISIONAL SUM** FOR ELECTRIC CONNECTION FROM GRID STATION, LAYING TO THE CABLE / FEEDER 3 CORE HT FROM GRID STATION TO SUB STATION AND CONNECTION FROM SUB STATION TO THE PUMP HOUSE & SWITCH GEARS INCLUDING UNFORSEEN EXPENSIS.	100,000,000
b	**PROVISIONAL SUM** FOR SPARE PARTS, TOOLS AND EQUIPMENT REQUIRED FOR 3 YEARS.	50,000,000
c	**PROVISIONAL SUM** FOR DAY WORKS	500,000
	GRAND TOTAL AMOUNT RS.	

Note:
List of spares/ tools/ equipment and details of electrical works shall be provided by the Client.

(Rupees _____**)**

(In Words)

CONTRACTOR

FOR KARACHI WATER & SEWERAGE BOARD

A - SCHEDULE OF PRICES (CIVIL WORKS)

ITEM NO.	DESCRIPTION	AMOUNT	
		IN FIGURES	IN WORDS
1	**Repairing & Renovation of existing Pump House building including painting , pump foundations etc**		
2	**Construction of KE Sub-Station Building**		
	TOTAL CARRIED		

B - SCHEDULE OF PRICES (E/M WORKS)

S. NO	CLAUSE NO.	WORK ITEM NO.	ITEMS	AMOUNT	
				IN FIGURES	IN WORDS
1		**WORK ITEM NO. 1**	**Pump intake sump model Test**		
2		**WORK ITEM NO. 2**	**Pumps**		
		Sub Work ITEM NO. 2-1	02 Nos. Removal and dismentaling of existing pump rank gears and engines.		
		Sub Work ITEM NO. 2-2	02 Nos. Pumps (25 mgd each at 210 ft head with all accessories) and replacement of existing air valves.		
3		**WORK ITEM NO. 3**	**Suction Branches**		
		Sub Work ITEM NO. 3-1	02 Nos. Removal of existing suction branches from bell mouth to pump and reconnection with the pump.		
		Sub Work ITEM NO. 3-2	02 Nos. P/F of Suction branches each of 800 mm dia 12 mm thick.		
		Sub Work ITEM NO. 3-3	02 Nos. P/F of Ductile Iron Bell mouth.		
		Sub Work ITEM NO. 3-4	02 Nos. P/F of Gate Valve 800 mm dia.		
		Sub Work ITEM NO. 3-5	02 Nos. P/F of flexible slip out joints 800 mm dia.		
		Sub Work ITEM NO. 3-6	02 Nos. P/F Flanged MS conical pipes 12 mm thick.		
4		**WORK ITEM NO. 4**	**Discharge Branches**		
		Sub Work ITEM NO. 4-1	02 Nos. Removal of existing discharge branches from pump to manifold and reconnection with the manifold including drain pipe.		
		Sub Work ITEM NO. 4-2	02 Nos. P/F of length discharge branches each of 700 mm dia thick.		
		Sub Work ITEM NO. 4-3	02 Nos. P/F of MS Flanged conical pipes 12 mm thick.		
		Sub Work ITEM NO. 4-4	02 Nos. P/F of MS flanged 90o bend 700 mm dia.		
		Sub Work ITEM NO. 4-5	02 Nos. P/F of MS Flanged, MS Pipe piece 700 mm dia, upper end to connect with butterfly valve. The other end of the butterfly valve shall connect to flexible slip out joint with seal applied between collars and bolts fitted in between butterfly valve and non return valve.		
		Sub Work ITEM NO. 4-6	02 Nos. P/F of Flexible slip out joint 700 mm dia.		
		Sub Work ITEM NO. 4-7	02 Nos. P/F of PN-16, 700 mm dia Butterfly Valve electrically operating gear box with electric actuator.		
		Sub Work ITEM NO. 4-8	02 Nos. P/F of 700 mm dia PN-16 Non-Return Valve with dumping device.		
		Sub Work ITEM NO. 4-9	02 Nos. P/F of Compound pressure gauge and flow meters based on sensors on either side of suction and discharge pipe with flow sensor of each pipe.		
		Sub Work ITEM NO. 4-10	Surge computations by computer programming based on actual site conditions.		
5		**WORK ITEM NO. 5**	P/F overhead gentry crane 10 Ton capacity Crane type Double Girder Crane lifting height 15 meter hoist type, long drum, three phase 400 volt control 50V, hoisting speed 5/1.25 MPM with complete wiring testing commissioning.		
6		**WORK ITEM NO. 6**	Dewatering pump.		
7		**WORK ITEM NO. 7**	11 KV switch board.		

B - SCHEDULE OF PRICES (E/M WORKS)

S. NO	CLAUSE NO.	WORK ITEM NO.	ITEMS	AMOUNT	
				IN FIGURES	IN WORDS
8		**WORK ITEM NO. 8**	Capacitors.		
9		**WORK ITEM NO. 9**	LV switch board.		
10		**WORK ITEM NO. 10**	Instrumentation panel.		
11		**WORK ITEM NO. 11**	02 Nos. 11 KV motors.		
12		**WORK ITEM NO. 12**	11 KV / 415 V Transformer.		
13		**WORK ITEM NO. 13**	PLC / SCADA System with MIS for two pumps with provision of future extension for additional 3 pumps.		
14		**WORK ITEM NO. 14**	Cable.		
15		**WORK ITEM NO. 15**	Earthing system.		
16		**WORK ITEM NO. 16**	Lighting protecting system.		
17		**WORK ITEM NO. 17**	110V DC System.		
18		**WORK ITEM NO. 18**	Lighting fittings and auxiliary AC supply system.		
19		**WORK ITEM NO. 19**	Emergency lighting.		
20		**WORK ITEM NO. 20**	Submersible pumps.		
21		**WORK ITEM NO. 21**	Drawings, Operation and Maintenance (manuals).		
22		**WORK ITEM NO. 22**	Operating and maintenance (Three Years.)		
			TOTAL E & M WORKS:		

Note:

Above mentioned BOQ is a guideline BOQ. The bidder shall submit its own BOQ according to his design.

Any other item which is not listed in the BOQ at the time of submission of bid but required for making the pump house absolutely functional will be considered included in the BOQ and shall be executed by the contractor without any extra cost.

SCHEDULE OF PAYMENT - CIVIL WORKS

ITEM NO.	DESCRIPTION	PERCENTAGE OF ITEM COST PAYABLE FOR INTERIM PAYMENT
1	**Repairing & Renovation of existing Pump House building including painting , pump foundations etc**	
	(a) On Completion of Work	100
2	**KE Sub-Station Building**	
	(a) Foundation & Sub Structure	20
	(b) Super Structure including Roof	45
	(c) Internal and External Finishes	35
		100

SCHEDULE OF PAYMENT - E/M WORKS

ITEM NO.	DESCRIPTION	PERCENTAGE OF ITEM COST PAYABLE FOR INTERIM PAYMENT
1 - 20	**ELECTRICAL AND MECHANICAL EQUIPMENT**	
	(a) Delivery of Equipment on Site	70
	(b) Erection and Installation	15
	(c) Testing and Commissioning	15
		100
		100
21	**DRAWINGS, OPERATION AND MAINTENANCE (MANUALS).**	
	On Delivery and acceptance by Employer	100
22	**Operating and maintenance (Three Years.)**	
	After Completion of 1st Year	30
	After Completion of 2nd Year	30
	After Completion of 3rd Year	30
	On Receiving of Taking Over Certificate	10
		100

SCHEDULE OF RATES FOR DAYWORK

SCHEDULE OF RATES FOR DAYWORK

General

1.1 Work shall not be executed on a Daywork basis except by written Order of the Employer the rates for Daywork items entered in the Schedule of Prices shall apply to any quantity of Daywork ordered by the Employer. Nominal quantities have been indicated against each item of Daywork, and the extended total for Daywork shall be carried forward as a provisional sum to the Summary of Tender Prices.

Daywork - Labour

2.1 In calculating payments due to the Contractor for the execution of Daywork, the hours for labour shall be reckoned from the time of arrival of the labour at the job Site to execute the particular item of Daywork to the time of departure, but excluding meal breaks and rest periods Only the times of classes of labour directly doing work ordered by the Employer and for which they are competent to perform shall be measured.

The time of Plant Erectors or other expatriate supervisory personnel shall not be measured unless their time on Site is extended by Variation Order. The rates entered by the Tenderer for these categories shall be daily rates inclusive of all allowances and overheads.

2.2 For labour other than Plant Erectors or other expatriate supervisory personnel, the Contractor shall be entitled to payment in respect of the total time that labour is employed on Daywork, calculated at the basic rates entered by him in the Schedule of "Daywork Rates Labour" together with an additional percentage payments on basic titles representing the Contractor's profit, overheads_ etc. as described below

a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan Labour laws The basic rates will be payable in Pak. Rupees only and

The additional percentage payment to be quoted by the contractor and applied to costs shall be deemed to cover overheads profits superintendence, liabilities, allowances to labour, timekeeping and clerical and office work, the use of consumable stores, water, lighting and power, the use and repair of staging, scaffolding, workshops and stores portable power tools, manual plant and tools, supervision by the Contractor's staff, foremen and other supervisory personnel, and charges incidental to the foregoing. Payments under this item shall be made in local currency at the percentages entered in the Day work Schedule.

2.3 Rates entered in the Daywork Schedule shall apply to labour of trade and qualification as described and to labour of other trades with similar skill and qualification.

Daywork -Contractor's Equipment

3.1 The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on Daywork at the basic rental rates entered by him in the "Schedule of Daywork Rate Contractor's Equipment". The said rates shall be deemed to include complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants and other consumables and all overheads, profit and administrative costs related to the use of such equipment.

3.2 In calculating the payment due to the Contractor for Contractor's Equipment employed on Daywork, only the actual number of working hours will be eligible for payment, except that, where applicable and agreed with the Employer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Employer to be employed on Daywork and the time for the return journey thereto shall be included for payment.

3.3 The rental rates for Contractor's Equipment employed on Daywork shall be stated in Pakistani Rupees and payments to the Contractor will made in local currency according to the rate; entered in the Schedule.

Daywork - Materials

4.1 The Contractor shall be entitled to the following payments in respect materials used for Daywork (except for materials for which the cost is included in the percentage addition to labour costs) which are actually incorporated into the works.

a) The net cost of such materials delivered to warehouse or work yard area or storage area at the Site Such cost shall be calculated by the Contractor on the basis of the invoiced price and freight and insurance as certified by the Employer on the basis of invoices produced.

b) Percentage addition in local and/or foreign currency, of such net cost of materials to cover the Contractor's handling charges, overheads and profits.

4.2 Payment of the net cost to the Contractor of Daywork materials shall be made in local currency.

SCHEDULE OF RATES FOR DAY WORK

Item No.	Description	Unit (Per Day)	Rate (PKR)
(a)	**LABOUR**		
DW.1	General labour (male)		
DW.2	Pneumatic Driller		
DW.3	Concretor & Concrete vibrator operator		
DW.4	Concrete screeder		
DW.5	Mason		
DW.6	Steelbar / steel fixer		
DW.7	Steel erector		
DW.8	Pump operator / attendant		
DW.9	Chainman		
DW.10	Ganger (or charge head)		
DW.11	Compressor / wireman		
DW.12	Electricain / wireman		
DW.13	Welder		
DW.14	Welder's Assistant		
DW.15	Plumber		
DW.16	Drainlayer (or jointer)		
DW.17	Pipelayer (or jointer)		
DW.18	Block layer		
DW.19	Carpenter		
DW.20	Painter		
DW.21	Filter / Mechanic		
DW.22	Filter's / Mechanic's Assistant		
DW.23	"Frog" type mechanical rammer operator		
DW.24	Truck / Lorry driver		
DW.25	Lorry attendant		
DW.26	Dumper driver		
DW.27	Crane driver (of all classes)		
DW.28	Crane drivers Assistant / Signaller		
DW.29	Heavy Plant Driver (of all classes)		
DW.30	Plant operator		
(b)	**MATERIALS**		
DW.31	Blocks	No	
DW.32	Cement. Ordinary Portland	50 kg	
DW.33	Cement. Sulphate Resisting Portland	50 kg	
DW.34	Coarse Graded Aggregate	cu.m	
DW.35	Fine Graded Aggregate	cu.m	
DW.36	Granular fill	cu.m	
DW.37	Crushed stone for road	cu.m	
DW.38	Rip Rap material	cum	
DW.39	High Tensile steel reinforcing bars straight and cut to all length (all sizes)	tonne	
DW.40	M.S reinforcing bars, straight and cut to all length (all sizes)	tonne	
DW.41	Timber (soft wood)	cu.m	
DW.42	Timber (hard wood)	cu.m	
DW.43	Bitumen	cu m	
DW.44	Welding rods (electrodes)	kg	

SCHEDULE OF RATES FOR DAY WORK

Item No.	Description	Unit (Per Day)	Rate (PKR)
(c)	**PLANT**		
	Compressor, portable, with breakers, rock rills, spades, air lines, lubricators and steel.		
DW.45	6 cu.m/min and below	Hour	
DW.46	Over 6 cu.m/min up to and inlcuding 9 cu.m/min.	Hour	
	Mixer Concrete:		
DW.47	Concrete Mixer	Hour	
	Roller, Road:		
DW.48	Over 5 tonnes upto and including 10 tonnes	Hour	
	Cranes, Mobile:		
DW.49	10 tonnes	Hour	
DW.50	15 tonnes	Hour	
DW.51	20 tonnes	Hour	
	Dumper, petrol or diesel:		
DW.52	Over 2 cu.yd. up to and including 5 cu.yd	Hour	
DW.53	Over 5 cu.yd. up to and including 8 cu.yo.	Hour	
	Lorry, Tipper:		
DW.54	Over 6 tonnes upto and including 10 tonnes	Hour	
DW.55	Over 10 tonnes upto and including 15 tonnes	Hour	
	Excavator; for shovels, skimmers, draglines or back-acters:		
DW.56	Backhoe Case 580 G or equivalent		
DW 57	Over 2 cu.yd. up to and including 5 cu.yd Generating set:	Hour	
DW.58	Up to including 10 KW	Hour	
DW.59	Over 10 KW up to and including 60 KW Lorry, ordinary:	Hour	
DW.60	Over 6 tonnes upto and including 10 tonnes	Hour	
	Vibrating roller:		
DW.61	2 tonnes upto and including 5 tonnes static weight	Hour	
	Tractor, including bull or angle dozer:		
DW.62	Over 67 KW up to and including 100 KW	Hour	
	Welding and Cutting set:		
DW.63	Oxy - Acetylene	Hour	
DW.64	Electric, 300 Amp Vibrator, Concrete, immersion type	Hour	
DW.65	Light (40 mm abd above)	Hour	
DW.66	Heavy (50 mm and above)	Hour	
DW.67	Pump portable, including hoses, strainer etc.	Hour	

PREAMBLE TO
CONDITIONS OF CONTRACT

PREAMBLE TO CONDITIONS OF CONTRACT

In general Project Manager/ the Engineer where ever in this document is replaced with "The Engineer" unless specified otherwise

Commencement Date

Sub-Clause 1.1.1.(i)
The date for commencement of the Works is the date of issuance of the Engineer's Written Order to Commence which shall be issued within 14 days of signing of Contract Agreement and also site possession has been delivered.

Defect Liability Period

Defect Notification Period shall be twelve (12) months calculated after completion of Operation & Maintenance period (03 Years) until taking over of the works by the Employer.

The defects at site considering structural stability, physical appearance and precautionary measures shall be identified by the Engineers.

The Employer

Sub-Clause 1.1.12.
The Employer is **Chief Engineer (E&M)-W, KW&SB, Room # 7, Block-B, 9th Mile Karasaz, Sharea Faisal, Karachi.**

The Project Manager/ Engineer

Sub-Clause 1.1.15.
The Engineer wherever appears will be read as The Engineer unless specified otherwise. The Engineer is :

M/s. Osmani & Company (Pvt.) Ltd.
Consulting Engineers, Osmani House, 245/2K, Block-6, PECHS, Karachi
Phones: 021-34536007 / 008, 34546541 / 42, Fax: 021-34534691
Email: ocl-khi@osmani.com Web: www.osmani.com

Time for Completion

Sub-Clause 1.1.35.
The Time for Completion for whole of the Works is **06 Months** reckoned from the Commencement Date for the project.

STAGES OF WORK	TIME OF COMPLETION
Construction of Civil Works, supply, erection, testing and commissioning of Mechanical and Electrical Equipment and Works (Stage-1)	Within 06 months from the date of commencement.
Operation and Maintenance as per Employers Requirements for 03 years (Stage-II)	For 03 years after completion of Stage-I
Defect Liability Period (Stage-III)	After completion of operation & maintenance period (Stage-II) until taken-over by the Employer.

Warranty Period

Sub-Clause 1.1.40.
The contractor should provide extended manufacturer warranty of 01 years after taking over plant / material by the Employer, additional changes in this regard by the contractor.

Project Manager/ Engineer's Duties & Authorities

Sub-Clause 2.1
The duties & authorities of the Engineer are specified in Particular Conditions of Contract.

Confirmation in Writing	Sub-Clause 2.6 (i) The Contractor shall notify to the Project Manager/Engineer within ten (10) days, if he requires any confirmation. (ii) The Engineer shall confirm the decision/instruction within ten (10) days of the requirement.
Ruling Language	Sub-Clause 5.1. The version in English language (ruling language) shall prevail.
Day to Day Communications	Sub-Clause 5.2. The language for day to day communication is English.
As Built-Drawings	Sub-Clause 6.10 As-Built drawings shall be provided to the Engineer within thirty (30) days from the date of issue of Taking-Over Certificate.
Programme to be Furnished	Sub-Clause 12.1. The Programme must be submitted in the form of Bar-Chart with critical path/activities for individual activities and overall Project.
Employer's Equipment	Sub-Clause 14.4. There will be no Employer's Equipment available for use by the Contractor.
Working Hours	Sub-Clause 18.3. The normal working hours on the Site are to conform to the applicable labour laws and the existing customs of Pakistan.
Time for Completion	Sub-Clause 25.1 Period of Completion is as stated under Sub-Clause 1.1.35 hereof.
Earlier Completion	Sub-Clause 26.3 Not applicable
Delay in Completion	Sub-Clause 27.1. Failure of the Contractor to meet the Time for Completion entitles the Employer to deduct from the Contract Price, the liquidated damages @ 0.05 % percent of the Contract Price as stated in Letter of Acceptance, excluding Provisional Sums for each and every day, including holidays, of delay or part thereof; but to a maximum limit of 10% of the Contract Price as stated in Letter of Acceptance, excluding Provisional Sums.
Prolonged Delay	Sub-Clause 27.2. Maximum amount recoverable from the Contractor by the Employer shall be 10% of Contract Price as stated in the Letter of Acceptance, excluding Provisional Sum.
Terms of Payment	Sub-Clause 33.1. In addition to the provisions under Clause 33, the terms of payment shall be as stated in Sub-Clause 33.1 of Particular Conditions of Contract.
Retention Money	Sub-Clause 33.1.3 Retention money percentage shall be 10% of interim / running payment certificate. However limit of Retention Money shall be 5% of Contract price. This shall be treated as Performance Security.

Payment in Foreign Currencies	Sub-Clause 35.1. Payment will only be made in local currency.
Insurance of Works	Sub-Clause 43.1. The amount of insurance shall be for full replacement value of the Works + 15%. For the deductibles, if any, the Contractor shall submit an undertaking that he shall indemnify and keep indemnified the Employer for the amount of deductibles provided in the insurance policy. Sub-Clause 43.1.(a) The additional risks to be insured are as stated in Sub-Clause 43.1(a) of the Particular Conditions of Contract.
Third Party Liability	Sub-Clause 43.3. The amount of insurance against third party liability taken out by the Contractor shall not be less than Pak Rs. 1,000,000/- per occurrence with number of occurrences unlimited.
Payment on Termination for Employer's Default	Sub-Clause 46.3. The additional amount payable by the Employer on termination shall not exceed the actual cost of work executed.
Labour, Materials and Transport	Sub-Clause 47.1. The clause is deleted in its entirety.
Notices to Project Manager/ Engineer	Sub-Clause 49.2. The address of the Employer for notices is the same as given in Sub-Clause 1.1.12 here above. The address of the Engineer for notices is the same as given in Sub-Clause 1.1.15 here above.
Applicable Law	Sub-Clause 51.1. The Contract in all respects be read and construed and shall operate as a Pakistani Contract in conformity with the Laws of Islamic Republic of Pakistan.
Procedural Law for Arbitration	Sub-Clause 51.2. The procedural law for arbitration shall be the Rules of Pakistan Arbitration Act 1940 as amended.
Language and Place of Arbitration	Sub-Clause 51.3. The language of arbitration is English. The place of arbitration is **Karachi**, Islamic Republic of Pakistan.

PART I –
GENERAL CONDITIONS OF CONTRACT

[Notes on the Conditions of Contract]

The Conditions of Contract comprise two parts:

(a) General Conditions of Contract
(b) Particular Conditions of Contract

Over the years, a number of "model" General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation Internationale des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the 1987 edition, reprinted in 1988 with editorial amendments.)

The FIDIC Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract, such as lump sum, turnkey, or target cost contracts.

The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by Bidders and its review by the Employer. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions of Contract.

The use of standard conditions of contract for all electrical/mechanical Works will ensure comprehensiveness of coverage, better balance of rights or obligations between Employer and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

The FIDIC Conditions of Contract are copyrighted and may not be copied, faxed, or reproduced. Without taking any responsibility of its being accurate, Pakistan Engineering Council with prior consent of FIDIC Secretariat, has reproduced herein the FIDIC General Conditions of Contract for reference purpose only which cannot be used by the users for preparing their bidding documents. The bidding document may include a purchased copy, the cost of which can be retrieved as part of the selling price of the bidding document. Alternatively, the FIDIC Conditions of Contract can be referred to in the bidding documents, and the Bidders are advised to obtain copies directly from FIDIC.*

* Add the following text if the bidding documents, as issued, do not include a copy:
"Copies of the FIDIC Conditions of Contract can be obtained from:
FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
fidic.pub@fidic.org – FIDIC.org/bookshop]

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PART-II: PARTICULAR CONDITIONS OF CONTRACT

These Conditions of Particular Application Part-II are additions, deletions and amendment to General Conditions of Contract Part-I. Clause Nos., if similar as of Part-I are amendments therein otherwise these are additional clauses or sub-clauses thereto.

This Contract is a single responsibility EPC/ Turnkey Lump-Sum fixed price Contract for all the purposes. Any mentions or descriptions and intents in this Contract Agreement which are contrary to the spirit of EPC/Turnkey Lump-Sum fixed price Contract shall be ignored.

1.1 Definitions

The text of Sub-Clause 1.1.1 is deleted and substituted by the following:

"Commencement Date" means the date specified in the Preamble to Conditions of Contract.

The text of Sub-Clause 1.1.2 is deleted and substituted by the following:

"Conditions" means the Preamble to Conditions of Contract, General Conditions of Contract (GCC) and Particular Conditions of Contract (PCC).

Sub-Clause 1.1.3

At the end of Sub-Clause, the following is added:

"Any subsequent document mutually agreed and signed by the Employer and the Contractor, shall be the part of the Contract."

Sub-Clause 1.1.5

The text of Sub-Clause 1.1.5 is deleted and substituted by the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the design, execution and completion of the Works subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained and remedying of any defects therein in accordance with the provisions of the Contract".

Sub-Clause 1.1.11

The Defects Liability Period is the period mentioned in the Preamble to Conditions of Contract.

Sub-Clause 1.1.15

The following is added at the beginning of this Sub-Clause:

"For the purpose of this EPC/ Turnkey Contract, based on two party agreement, the term Project Manager/Engineer is construed as The Engineer. The Engineer is a Person appointed by the Employer to act on behalf of the Employer for the purpose of the Contract as indicated in GCC Sub-Clause 1.1.15." Project Manager/ Engineer will be read as the Engineer wherever appear for this document unless specified otherwise.

The following is added at the end of the Sub-Clause:
"or any other competent person appointed by the Employer as his replacement."

Sub-Clause 1.1.23

The following paragraph is added:

The word “Good” is synonymous with the word “Plant”.

The text of **Sub-Clause 1.1.27** is deleted and substituted by the following:

“Schedule of Prices” means the completed and priced Schedule of Prices, or any part or individual schedule thereof, submitted by the Contractor with his Bid or revised and mutually agreed and forming a part of the Contract Documents.

Add the following at the end of Sub-Clause 1.1.33:

The word “Tender” is synonymous with the word “Bid” and the word “Tender Documents” with “Bidding Documents” including technical bid is also part of it.

The following new Sub-Clauses 1.1.38 to 1.1.49 are added:

1.1.38 “Month” means calendar month according to Gregorian calendar.

1.1.39 “Operation and Maintenance Manuals” has the meaning described in Sub-Clause 6.6.”

1.1.40 “Warranty Certificate” means the certificate against specified goods/equipment, for the period mentioned in the Preamble to Conditions of Contract, to be issued by the Contractor that the goods/equipment supplied under the Contract are new, unused and incorporate all recent improvements in design and materials unless provided otherwise in the Contract and that the Contractor will be responsible for making good or replacing any defective goods/equipment during the Warranty Period (03 years) as specified in the Preamble to Conditions of Contract.

Sub-Clause 1.1.41

The word “Part II” wherever appearing in FIDIC Conditions of Contract is synonymous with the words “Particular Conditions of Contract”.

Sub-Clause 1.1.42

The words “Local Goods” is synonymous with the words “Indigenous Goods” and the word “Installation‟ with “Erection”.

Sub-Clause 1.1.43

“EPC/ Turnkey Basis” means where the Contractor takes total responsibility for design and execution of the project with little involvement of the Employer. Under the usual arrangements of turnkey projects the contractor carries out all the Engineering, Procurement and Construction (EPC) providing a fully equipped facility ready for operation.

Total responsibility of the Contractor include; but not limited to; design, supply, installation and commissioning of all mechanical and electrical equipment, civil and other works necessary for the completion and operation of the Plant and shall include all such items of Plant and equipment or work, whether mentioned in the Specifications, Bid drawings, Schedule of Prices or not, which are required to make the Plant operationally complete in accordance with the guarantees prescribed under the Contract.

Sub-Clause 1.1.44

"Constructional Plant" means all appliances or things of whatsoever nature (other than Temporary Works) required for execution and completion of the Works and the remedying of any defects therein but does not include Plant, materials or other things intended to form or forming part of Permanent Works. The word "Constructional Plant" is synonymous with "Contractor's Equipment".

Sub-Clause 1.1.45

"Contractor's Agent" means the person for the time being or from time to time appointed by the Contractor pursuant to the provisions of Clause 13. The word "Contractor's Agent" is synonymous with" Contractor's Representative".

Sub-Clause 1.1.46

"Performance Tests" means tests intended to demonstrate the attainment of guaranteed contract performance to be conducted in accordance with the requirement of the Specifications.

Sub-Clause 1.1.47

"Reliability Test" means such test or tests as are provided for in the Contract, or as may be agreed upon, which shall be successfully completed as a pre-requisite to Taking Over.

Sub-Clause 1.1.48

"Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

Sub-Clause 1.1.49

"Permanent Works" means the permanent works to be executed (including Plant) in accordance with the Contract.

Sub-Clause 1.1.50

"**Programme**" means the programme to be submitted by the Contractor in accordance with Sub-Clause 8.3 and any approved revisions thereto.

Sub-Clause 1.1.51

"**Scheduled Progress**" means the Monthly Progress Schedule as described in Scheduled-D to Bid included in Instruction to Bidder.

Sub-Clause 1.6 Costs, Overhead Charges and Profit

The Clause is deleted in its entirety.

Sub-Clause 2.1 The Engineer's Duties

The text of Sub-Clause 2.1 is deleted and substituted by the following:

"The Engineer shall carry out the duties specified in the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. The Engineer is required to obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses of General Conditions of Contract (GCC):

(a) approval of Subcontractor under Sub-Clause 4.1,
(b) certifying additional sums under Sub-Clause 5.4,
(c) Any action under Clause 10 “Performance Security”.
(d) certifying additional costs under Sub-Clauses 11.3 & 12.3,
(e) certifying any cost under Sub-Clause 14.6,
(f) Any action under Clause 24.2 “Suspension”.
(g) approval of extension of time under Clause 26,
(h) issuing a Taking-Over Certificate under Sub-Clause 29,
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(j) issuing a Variation Order under Clause 31,
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(m) Any change in the ratios of Contract currency proportions and payments thereof under Clause 35.3 “Currency and Rate of Exchange”.
(n) certifying additional costs under Sub-Clause 44.5 and
(o) certifying additional costs under Sub-Clause 47.2;

Except for such variations pursuant to Sub-Clause 31.1 of the GCC which may be necessary in an emergency affecting safety of life, the Works or of adjoining property.

Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.”

The following provisions shall also apply;

Sub-Clause 2.6 Confirmation in Writing

(i) In line 3 after the words “undue delay” the following is added:

“but not after the number of days mentioned in the Preamble to Conditions of Contract from the instruction or decision”.

(ii) At the end of Sub-Clause 2.6, the following is added:

"The Engineer shall confirm or otherwise within the period mentioned in the Preamble to Conditions of Contract from the receipt of requirement(s) from the Contractor”.

Sub-Clause 2.8 Replacement of Project Manager/Engineer

The text of Sub-Clause 2.8 is deleted in its entirety and substituted by the following:

“If the Employer intends to replace the Project Manager of Contractor, the Employer shall, not less than fourteen (14) days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement of Project Manager.

The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.”

The following new Sub-Clause 2.9 is added:

Sub-Clause 2.9 Project Manager/ Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of remaining materials and equipment for the Works and parts thereof and complete the remaining erection works and testing and commissioning in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under this Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer of the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any of the Works."

The following new Sub-Clause 4.2 is added:

Sub-Clause 4.2 No Contractual Relation between Subcontractor and the Employer

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Employer." unless mutually agreed.

Sub-Clause 5.3 Priority of Contract Documents

The text of Sub-Clause 5.3 is deleted and substituted by the following:

"Unless otherwise provided in the Contract, the priority of the Contract Documents shall be as follows:

1. The Contract Agreement (if completed)
2. The Letter of Acceptance
3. The Particular Conditions of Contract
4. The General Conditions of Contract
5. Employer's Requirement
6. Preamble to Conditions of Contract
7. Specification - Special Provision
8. The completed Letters of Technical and Price Bids
9. The Drawings
10. Specifications - Technical Provisions
11. The priced Schedule of Prices
12. The completed Schedules to Bid (A to L)
13. Any other document forming part of the Contract.

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by drawing(s) of a later date regardless of scale. All drawings and specifications shall be interpreted in conformity with the Contract Agreement and these conditions."

Sub-Clause 5.4 Documents Mutually Explanatory

The text appearing in the last line after the words "the Contract Price" is deleted and the following text is added:

"The Technical Specifications are taken to be correct, but complete accuracy is not guaranteed. Any error or ambiguity must be reported to the Employer and the Engineer before starting the work affected. In the event of any dispute arising as to the true intended meaning of Technical Specification, the Engineer shall interpret the same and his interpretation shall be accepted as final and binding upon all parties concerned."

Sub-Clause 6.2 Consequences of Disapproval of Contractor's Drawings

Full stop in the last line is deleted and the following words are added at the end of the Sub Clause:

“for the approval of the Engineer. However, the Contractor shall not be entitled for time extension on this account”.

Sub-Clause 6.6 Operation and Maintenance Manuals

Paras 2 & 3 are deleted and the following text is added at the end of Para 1 of Sub-Clause:

“The Operation and Maintenance Manuals shall include full instructions for the operation, servicing and maintenance of the Plant, not only during the period of the Contractor's liability but more particularly during its operating life.

The directions shall be set out simply, clearly and systematically. This may be divided into two volumes if desirable, one for operation and the second for servicing and maintenance (in sub-volumes for major items of Plant).

The operational data shall include a complete physical and functional description of the Plant (in sub-volumes for major items of Plant) and step-by-step procedures for inspection, checking and adjustments for proper operation of the Plant.

The maintenance data shall include complete instructions for routine checks, servicing, maintenance and repair of all parts and for dismantling, handling and re–assembly of all equipment, sub–assemblies and all separate components. The maintenance data shall also include where possible parts catalogues. The lists shall provide all necessary information for identifying the parts and for re–ordering the parts including name of part, part number and catalogue references where applicable, name of manufacturer, size, capacity and other characteristics.

General arrangements, single line diagrams and detailed drawings shall be provided for ready reference in the operation and maintenance instructions.

The manuals shall be printed on ISO paper size A4 (210x297 mm) with offset or equivalent printing strongly bound in a durable stiff cover bearing the title in approved legend. Drawings shall be folded or reduced to 297 mm height. All volumes shall bear on the spine an approved shortened version of the title.

The Contractor shall submit three (3) draft copies for approval of the Engineer prior to producing finished volumes.

The Contractor shall provide six (6) copies of the approved Operation and Maintenance Manuals and as-built drawings alongwith soft copies, prior to Taking Over by the Employer. Supplementary Operation and Maintenance Manual shall be provided by the Contractor, if required, to incorporate changes resulting from experience during the operation and maintenance period. The work shall not be considered to be completed for the purpose of taking over until such manual and drawings have been supplied to the Employer.”

Sub-Clause 6.9 Manufacturing Drawings

The words “Unless otherwise specified in Part-II” are deleted and the following is added at the end of Sub-Clause:

"However, the Contractor is required to disclose to the Engineer or the Employer any confidential information necessary to justify the reliability, the efficiency and the operation and maintenance of the Plant supplied by him."

The following new Sub-Clauses 6.10 and 6.11 are added:

Sub-Clause 6.10 "As-Built" Drawings

The Contractor shall furnish to the Engineer six (6) copies and one (1) reproducible of approved quality of all "As–Built" drawings within the period mentioned in the Preamble to Conditions of Contract. Soft copies of all drawings shall also be provided.

Sub-Clause 6.11 Shop Drawings

The Contractor shall submit to the Engineer for review three (3) copies of all shop and site erection work drawings in 1:4 scale seeking approval of the Engineer.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract."

Sub-Clause 8.1 General Obligations

The text of Sub-Clause 8.1 is deleted and substituted by the following:

"(a) The Contractor shall commence the work on the date specified in the Preamble to Conditions of Contract and shall proceed with the same with due expedition and without delay.

(b) The Contractor shall, in accordance with the Contract, with due care and diligence, complete the Works and test and commission the Plant and carry out the Works within the Time for Completion. The Contractor shall also provide all necessary Contractor's Equipment, superintendence, labour and except as stated herein below, all necessary facilities therefor.

The Employer will permit use of the Erection and Testing Equipment and Maintenance Tools as given in the Preamble to Conditions of Contract.

The above facilities shall be provided at no cost to the Contractor but he shall procure at his cost all required consumable materials and any other items necessary for the proper execution of the Works. These shall be properly used and maintained by the Contractor and returned to the Employer upon handing over of the Works in good condition, fair wear and tear excepted. In case of any damage, loss or theft, the items shall be replaced by the Contractor at his own cost."

Sub-Clause 9.1 Contract Agreement

In line two of Clause 9.1 General Condition of Contract Part-I replace the words "at the cost of the Employer" with "at the cost of the Contractor" and add the following sub paragraphs at the end:

The Contract Agreement would be made on stamp paper of an appropriate value liveable under the law. Cost of stamp duty would be borne by the Contractor.

The Contractor shall at his own cost submit to the Employer photocopies of Four (4) sets and to the Engineer two (2) sets of the Contract Documents in bound form, duly initialled and stamped by the Employer, and the Contractor for the use of the Employer and the

Engineer. Such submission shall be made within seven (7) days of signing of the Contract Agreement by the Employer and Contractor.

Sub-Clause 10.1 Performance Security

The text of Sub-Clause 10.1 is deleted and substituted by the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 5% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

Sub-Clause 10.3 Claims under Performance Security

Sub-Clause 10.3 is deleted in its entirety.

The following new Sub Clause 10.4 is added:

Sub-Clause 10.4 Performance Security Binding on Variations and Changes

"The Performance Security shall be binding irrespective of variations and changes in the quantities of the Works or extensions in completion time of the Works, which are granted or agreed upon under the provisions of the Contract."

Sub-Clause 11.1 Site Data

The following paragraphs are added at the end of Sub-Clause:

"The Contractor shall satisfy himself as to the nature of the ground, the hydrological and climatic conditions, the form and nature of the Site, the quantities and nature of the Work and materials necessary for the completion of the Works, and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies, and other circumstances which may influence or affect his Bid.

The Employer does not guarantee the correctness of any data/information/drawings either verbal and/or written provided herein nor any interpretations, deductions or conclusions relative to conditions at Site. The Contractor must form his own opinion of the character of the work and of the materials to be excavated etc. He must make his own interpretations, and satisfy himself by his own investigations and research regarding all conditions affecting the work to be done. The Contractor must assume all responsibility for deductions and conclusions as to the nature or conditions of the materials to be excavated and of doing other work affected by the geology at the Site."

Sub-Clause 12.1 Programme to be Furnished

(1) The text of Sub-Clause 12.1(a) is deleted and substituted by the following:

"(a)the order in which the Contractor proposes to carry out the Works (including preliminaries, required material ordering, delivery to Site, construction, erection and rectifications work, testing, commissioning of the Plant including design and construction of associated civil works and taking–over by the Employer). The programme on critical activity based format and resource planning schedule shall be prepared. The programme shall also include the following:

(i) Employment of local and expatriate labour of various categories;
(ii) Local material procurement; and
(iii) Material imports, if any."

(2) The text of Sub-Clause 12.1(c) is deleted and substituted by the following:

(3) The second last sentence of Sub-Clause 12.1 is deleted and substituted by the following:

"The programme is to be furnished by the Contractor alongwith performance security before signing of contract upto the satisfaction of the Client/ Consultant.

Sub-Clause 12.2 Programme

Existing text is replaced with following:-

The Contractor shall submit the programme of work within 14 days from the date of receipt of Letter of Acceptance/ Commencement or before date of signing of Agreement whichever is earlier, on bar chart and Primavera (level-III). The Contractor must also attach monthly progress schedule in terms of Percentage of project as described in Schedule-D to Bid which will be considered as "Scheduled Progress".

The time schedule may be adjusted from time to time but the contractual/ completion date shall remain unchanged unless extension of time is approved by the Employer in accordance with the contract conditions.

The approval by the Engineers of the programme shall not relieve the Contractor or the Employer from any obligation under the contract.

The following new Sub-Clauses 12.4 and 12.5 are added:

Sub-Clause 12.4 Monthly Progress Report

During the period of the Contract, the Contractor shall submit six (6) sets of monthly progress report to the Engineer not later than the 8th day of each month including:

(i) a construction schedule indicating the progress achieved during the preceding month;
(ii) description of all work carried out since the last report;
(iii) description of the work planned for the next forty-two (42) days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
(iv) summary of daily job record for the preceding month;
(v) colour digital photographs to illustrate progress.

Sub-Clause 12.5 Daily Job Record

"During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested.

The daily record shall include particulars of weather conditions, number of men working in different categories, deliveries of materials, quantity, location and assignment of equipment."

Sub-Clause 13.1 Contractor's Representative

At the end of the Sub-Clause, the following is added:

"The Contractor's Representative shall be a competent and skilled person approved by the Engineer (which approval may at any time be withdrawn). He shall be present on the

Site during all working hours and shall not be transferred from the Site without the consent of the Engineer. The Project Manager of Contractor shall be registered with PEC with 15 years overall experienced of related work."

The following new Sub-Clauses 13.3 and 13.4 are added:

Sub-Clause 13.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language.

Sub-Clause 13.4 Employment of Local Personnel

"The Contractor shall, to the extent practicable and reasonable, employ staff and labour from sources within Pakistan."

Sub-Clause 14.1 Contractor's Equipment

Replace the word "or" at the end of Sub-paragraph (a) by "and" and insert the following at the end of Sub-paragraph (b):

"which shall not be unreasonably withheld."

Sub-Clause 14.2 Safety Precautions

At the end of the Sub-Clause, the following is added:

"In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the safety requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain, and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe."

Sub-Clause 14.3 Electricity, Water and Gas

The text of Sub-Clause 14.3 is deleted and substituted by the following:

"The Contractor shall be responsible for making his own arrangements for the adequate supply of electricity, water and gas required for the effective performance of his obligations under the Contract. Subject to the aforesaid, the Contractor shall be entitled to use for the purposes of the Works such supplies and services as may be available on the Site. The Contractor shall, before the commencement of the work at Site, seek the approval of the Engineer as to his detailed requirements of electricity, water and gas for the entire Contract period. The Contractor shall pay the Employer at the rates/cost incurred by the Employer. The Contractor shall at his own cost provide any apparatus necessary for such use. The contractor will bear the cost of distribution network for electricity, potable water, telephone, gas and their consumption by his own personnel for the purpose of the work."

Sub-Clause 14.4 Employer's Equipment

The text of Sub-Clause 14.4 is deleted and substituted by the following:

"The Employer shall, if the Contractor so requests for the execution of the works, operate any available equipment of which details are given in the Preamble to Conditions of Contract. The Contractor shall pay the Employer a mutually agreed price for such use.

The Employer shall during such operation retain control of and be responsible for the safe working of the equipment."

Sub-Clause 14.8 Information for Import Permits & Licenses

The text of Sub-Clause 14.8 is deleted and substituted by the following:

"The Contractor shall submit to the Employer in good time such details of all Plant and Contractor's Equipment to be imported into Pakistan and identify as to what assistance of the Employer is required for obtaining by the Contractor of all necessary import permits or licenses. However, all costs to be incurred in this regard shall be borne by the Contractor".

Sub-Clause 15.2 Compliance with Laws

The text of Sub-Clause 15.2 is deleted and substituted by the following:

"The Contractor shall comply with the Laws of country of manufacture and the Laws of Pakistan where the Plant is to be erected".

The following new Sub-Clauses 16.4, 16.5 and 16.6 are added:

Sub-Clause 16.4 Photographs of Works and Advertisement Prohibited

Except with the prior written authorization of the Employer the Contractor shall not exhibit or permit to be exhibited any photographs or advertisement on the Works. Any authorized exhibition shall be immediately removed if the Employer so requires.

Sub-Clause 16.5 Training of Employer's/Consultant's Staff

The Contractor shall provide such facilities for the training of such numbers of Pakistani engineers, engineering students, apprentices and trade apprentices on such sections of the Works at the Site or on the Contractor's premises or Contractor selected plant manufacturer's premises and factories, or wherever else work is in hand, as specified or directed by the Engineer.

The language of training at the above stated premises shall be English and Urdu."

Sub-Clause 16.6 Design

Sub-Clause 16.6.1 General Design Obligations

The Contractor shall be deemed to have scrutinized, prior to the Base Date, the Employer's Requirements (including design criteria and calculations, if any). The Contractor shall be responsible for the design of the Works and for the accuracy of such Employer's Requirements (including design criteria and calculations), except as stated below.

The Employer shall not be responsible for any error, inaccuracy or omission of any kind in the Employer's Requirements as originally included in the Contract and shall not be deemed to have given any representation of accuracy or completeness of any data or information, except as stated below. Any data or information received by the Contractor, from the Employer or otherwise, shall not relieve the Contractor from his responsibility for the design and execution of the Works.

However, the Employer shall be responsible for the correctness of the following portions of the Employer's Requirements and of the following data and information provided by (or on behalf of) the Employer:

(a) portions, data and information which are stated in the Contract as being immutable or the responsibility of the Employer,
(b) definitions of intended purposes of the Works or any parts thereof,
(c) criteria for the testing and performance of the completed Works, and
(d) portions, data and information which cannot be verified by the Contractor, except as otherwise stated in the Contract.

Sub-Clause 16.6.2 Contractor's Documents

The Contractor's Documents shall comprise the technical Documents specified in the Employer's Requirements, Documents required to satisfy all regulatory approvals.

The Contractor shall prepare all Contractor's Documents, and shall also prepare any other documents necessary to instruct the Contractor's Personnel.

If the Employer's Requirements describe the Contractor's Documents which are to be submitted to the Employer for review, they shall be submitted accordingly, together with a notice as described below. In the following provisions of this sub-clause, (i) "review period" means the period required by the Employer for review, and (ii) "Contractor's Documents" exclude any documents which are not specified as being required to be submitted for review.

Unless otherwise stated in the Employer's Requirements, each review period shall not exceed 21 days, calculated from the date on which the Employer receives a Contractor's Document and the Contractor's notice. This notice shall state that the Contractor's document is considered ready, both for review in accordance with this Sub-Clause and for use. The notice shall also state that the Contractor's Document complies with the Contract, or the extent to which it does not comply.

The Employer may, within the review period, give notice to the Contractor that a Contractor's Document fails (to the extent stated) to comply with the Contract. If a Contractor's Document so fails to comply, it shall be rectified, resubmitted and reviewed in accordance with this Sub-Clause, at the Contractor's cost.

For each part of the Works, and except to the extent that the Parties otherwise agree:

(a) execution of such part of the Works shall not commence prior to the expiry of the review periods for all the Contractor's Documents which are relevant to its design and execution;

(b) execution of such part of the Works shall be in accordance with these Contractor's Documents, as submitted for review; and

(c) if the Contractor wishes to modify any design or Documents which has previously been submitted for review, the Contractor shall immediately give notice to the Employer. Thereafter, the Contractor shall submit revised Documents to the Employer in accordance with the above procedure.

Any such agreement (under the preceding paragraph) or any review (under this Sub-Clause or otherwise) shall not relieve the Contractor from any obligation or responsibility.

Sub-Clause 16.6.3. Contractor's undertaking

The Contractor undertakes that the design, the Contractor's Documents, the execution

and the completed Works will be in accordance with:

(a) the laws in the country, and
(b) the Documents forming the Contract, as altered or modified by variations.

Sub-Clause 16.6.4. Technical Standards and Regulations

The design, the Contractor's Documents, the execution and the completed Works shall comply with the Country's technical standards, building, construction and environmental laws, laws applicable to the product being produced from the Works, and other standards specified in the Employer's Requirements, applicable to the Works, or defined by the applicable laws.

All these laws shall, in respect of the Works and each section, be those prevailing when the Works or section are taken over by the Employer. (References in the Contract to published standards shall be understood to be references to the edition applicable on the Base Date, unless stated otherwise.

If changed or new applicable standards come into force in the Country after the base date, the Contractor shall give notice to the Employer and (if appropriate) submit proposals for compliance. In the event that:

(a) the Employer determines that compliance is required, and
(b) the proposals for compliance constitute a variation,

Then the Employer shall initiate a Variation in accordance with clause 31.2.

Sub-Clause 16.6.5. Training

The Contractor shall carry out the training of Employer's personnel in the operation and maintenance of the Works to the extent specified in the Employer's Requirements. If the Contract specified training which is to be carried out before taking-over, the Works shall not be considered to be completed for the purposes of taking-over under sub-clause 29.1 until this training has been completed.

Sub-Clause 16.6.6. As-Built Documents

The Contractor shall prepare, and keep up-to-date, a complete set of "as built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the site and shall be used exclusively for the purposes of this sub-clause. Two copies shall be supplied to the Employer prior to the commencement of the Tests on completion.

In addition, the Contractor shall supply to the Employer as-built drawings of the Works, showing all Works as executed, and submit them to the Employer for review. The Contractor shall obtain the consent of the Employer as to their size, the referencing system, and other relevant details.

Prior to the issue of any Taking-Over Certificate, the Contractor shall supply to the Employer the specified numbers and types of copies of the relevant as-built drawings, in accordance with the Employer's Requirements. The Works shall not be considered to be completed for the purposes of taking over under sub clause 29.1 [*Taking over of the Works and sections*] until the Employer has received these Documents.

Sub-Clause 16.6.7 Operation and Maintenance Manuals

Prior to commencement of the tests on completion, the Contractor shall supply to the Employer provisional operation and maintenance manuals in sufficient detail for the

Employer to operate, maintain, dismantle, reassemble, adjust and repair the plant.

The Works shall not be considered to be completed for the purposes of taking-over under sub clause 29.1 [taking over of the Works and sections] until the Employer has received final operation and maintenance manuals in such detail, and any other manuals specified in the Employer's Requirements for these purposes.

Sub-Clause 16.6.8. Design Error

If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's design or Documents, the design and the Works hall be corrected at the Contractor's cost, notwithstanding any consent or approval under this clause.

Sub-Clause 17.4 Consents and Way Leaves

The text of Sub-Clause 17.4 is deleted and substituted by the following:

"If the Employer shall issue/ desire permissions, letters, certificates and provide such other assistance to the Contractor for his obtaining permits-to-work, way leaves and approvals from any other department/authority and right of way from private owners, if required. The Contractor will bear the cost of logistics, fees, etc. for such activities."

Sub-Clause 17.5 Import Permits and Licences

The word "Employer" is deleted and substituted by the word "Contractor" and the following is added at the end of Sub-Clause 17.5:

"The Employer will provide assistance for this purpose."

Sub-Clause 18.1 Engagement of Labour

At the end of the Clause the following is added:

"in accordance with the regulations, orders and requirements of the Government of Pakistan".

The following new Sub-Clauses 18.5 to 18.16 are added:

Sub-Clause 18.5 Employment of Persons in the Service of Others

The Contractor shall not recruit or attempt to recruit his staff and labour from amongst the persons in the service of the Employer or the Engineer and vice–versa, unless mutually agreed between the Employer/Engineer and the Contractor.

Sub-Clause 18.6 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale gift, barter or disposal by his Subcontractors, agents, employees or labour.

Sub-Clause 18.7 Arms and Ammunition

The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

Sub-Clause 18.8 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious or other customs.

Sub-Clause 18.9 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

Sub-Clause 18.10 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

Sub-Clause 18.11 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition to appropriate action required under the law, notify the Engineer immediately by the quickest available means.

Sub-Clause 18.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the foregoing provisions.

Sub-Clause 18.13 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

Sub-Clause 18.14 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

Sub-Clause 18.15 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions**,** provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

Sub-Clause 18.16 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the foregoing provisions."

Sub-Clause 19.1 Manner of Execution

The following is added at the end of Sub-Clause:

"The Contractor shall submit for approval of the Engineer, his detailed method statement(s) for the execution of such items of work as may be desired by the Engineer. Approval of such method statement(s) shall neither relieve the Contractor of his responsibilities under the Contract nor form any basis for claiming additional costs."

Sub-Clause 19.2 Covering up Work

Third paragraph of Sub-Clause 19.2 is deleted and substituted by the following:

"The Engineer shall then, unless he notified the Contractor that he considers it unnecessary, covering up of the work without unreasonable delay".

Sub-Clause 19.3 Uncovering Work

The following is added at the end of first paragraph of Sub-Clause 19.3:

"at his own cost."

The following is added at the end of second paragraph of Sub-Clause 19.3:

"In any other case, all costs shall be borne by the Contractor."

The following new Sub-Clause 19.4 is added:

Sub-Clause 19.4 Use of Pakistani Materials

The Clause is deleted in its entirety.

The following new Sub-Clause 20.6 is added:

Sub-Clause 20.6 Witnessing of Factory Acceptance Tests (as applicable):

The Sub-Clause is deleted in its entirety and replaced with the following:-

The Contractor shall arrange visits (for selection/ inspection/ witness test and pre-shipment) for all imported equipment including pumps, motors, valves and screens at manufactures factories/workshops, In addition to visit for sump models test. These visits should comprise at-least four (04) Officers of the Employer and the Engineer each, who will be nominated by the Employer, for a minimum period of Ten (10) days which may be extended as per the requirement of testing procedure, if needed. These visits shall be programmed as per the work schedule of the Contractor. The Contractor shall identify the Timing of the visits at least Four (04) weeks in advance for providing sufficient time to the Employer for according necessary approvals. The pre-shipment visits shall also include independent inspection by an approved third party inspection agency (Lloyds or equivalent).

The Contract price shall be deemed to have include all the expenses of the above arrangements with and including the arranging the relevant visas for designated officers/ Engineers of the Employer and the Engineer, their visa fees, Air Tickets (Business

Class), boarding, lodging, transport costs in independent vehicles etc., as well as cost of third party inspection.

Sub-Clause 24.1 Cost of Suspension

At the end of the second paragraph after the word “Contractor” the following is added:

“or for the proper execution or for the safety of the Works or Plant unless such necessity results from any act or default of the Engineer or the Employer or in consequence of any of the Employer's Risks under Sub-Clause 37.2.”

Sub-Clause 24.4 Resumption of Work

First paragraph of Sub-Clause 24.4 is deleted and substituted by the following:

“If the Contractor chooses not to treat prolonged suspension as an omission or termination under Sub-Clause 24.3, the Employer shall, upon the request of the Contractor, take over the responsibility for protection, storage, security and insurance of the suspended Works and of the Plant which has been delivered to the Site and which is affected by suspension and the risk of loss or damage thereto shall thereupon pass to the Employer”.

Sub-Clause 25.1 Time for Completion

The text of Sub-Clause 25.1 is deleted and substituted by the following:

“The Works at the place of the project mentioned in the Preamble to Conditions of Contract shall be completed tested and commissioned within the period mentioned in the Preamble to Conditions of Contract.”

Sub-Clause 26.1 Extension of Time for Completion

Sub-Clause 26.1(h) is deleted.
Second paragraph of Sub-Clause 26.1 is deleted and substituted by the following:

“The Contractor shall give to the Engineer notice of his intention to make a claim for an extension of time within fourteen (14) days of the circumstances.”

Sub-Clause 26.3 Earlier Completion

(i) At the end of Sub-Clause 26.3(a) the following text is added and Clause is re-designated as 26.3.
“The extra sum to be paid to the Contractor for Completion of Works prior to the date of Completion established under Sub-Clause 25.1 shall be computed on the basis of the sums mentioned in the Preamble to Conditions of Contract.”

(ii) Sub-Clause 26.3 (b) is deleted.

The following new Sub-Clause 26.4 is added:

Sub-Clause 26.4 Rate of Progress

Existing text is replaced with following:

The Contractor Shall ensure that rate of progress does not fall below 20% of Scheduled Progress as reflected in the Monthly Progress Schedule (submitted and finalized before singing of Contract Agreement).

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, is below 20% of Scheduled Progress as reflected in the Monthly Progress Schedule, then the Client will have prerogative to either terminate the contract or reduce/delete portion of work if the contractor fails to improve the progress within 30 days of receipt of notice under this Clause. The Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognized days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Sub-Clause, involve the Employer in additional supervision costs, such costs shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any moneys due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

Sub-Clause 27.1 Delay in Completion

The text of Sub-Clause 27.1 is deleted and substituted by the following:

“If the Contractor fails to deliver the Works, or any part thereof, within the time stated in Sub- Clause 25.1, or fails to complete the whole of the Work, or, if applicable, any Section within the relevant time prescribed by Sub-Clause 25.1, then the Contractor shall pay to the Employer the relevant sum stated herein below as liquidated damages for such default (which sum shall be the only moneys due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant time for Delivery or Time for Completion and the actual date of delivery at site or the date stated in a Taking–Over Certificate of the whole of the Works or the relevant Section, as the case may be, subject to the applicable limit stated herein below.

The Employer may deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

The liquidated damages for each day of delay and the maximum amount of liquidated damages shall be the amounts mentioned in the Preamble to Conditions of Contract.”

Sub-Clause 28.7 Consequences of Failure to Pass Tests on Completion

The words “by arbitration” appearing at the end of the Sub-Clause 28.7(c) are deleted and substituted by the words “by the Engineer”.

Sub-Clause 29.1 Taking over of Work by the Employer

The clause is deleted and is replaced by the following:

The operation and maintenance referred to in above clauses shall not be deemed to have been fullfiled nor the period of operation and maintenance shall expire until the Employer has certified in writing that the performance of the equipment as per specified requirement and a guaranteed is being continuously carried out to his entire satisfaction.

After satisfactory completion of operation and maintenance period of 03 years, the employer shall issue a “Performance Certificate” and “Takeover” the whole work executed under the contract from the contractor.

Sub-Clause 30.4 Extension of Defects Liability Period

The Clause is deleted in its entirety.

Sub-Clause 30.5 Failure to Remedy Defects

In first line after the words “reasonable time” the following is added:

“fixed by the Engineer”.

Following to be added in sub clause 30.5(c).
and the work shall be completed/corrected at the contractor’s risk and cost.

Sub-Clause 30.5 (b) is deleted.

Sub-Clause 30.9 Defects in Employer’s and Engineer’s Designs

Deleted in its entirety as the project is on EPC/ Turnkey basis.

Sub-Clause 30.10 Contractor to Search

The text of Sub-Clause 30.1 is deleted and substituted by the following:

“The Contractor shall, if required by the Engineer in writing, search for the cause of any defects, under the direction of the Engineer”.

The following new Sub-Clause 30.13 is added:

Sub-Clause 30.13 Unfulfilled Obligations

“After the Defects Liability Certificate has been issued, the Contractor and the Employer shall remain liable for the fulfillment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.”

Sub-Clause 30.14 Defect Notification Period

Defect Notification Period shall be twelve (12) months calculated from the date on which the Works are completed and shall run concurrently with further maintenance of the works until taking over of the works by the Employer.

Sub-Clause 31.1 Project Manager/ Engineer's Right to Vary

The following is added at the end of second paragraph:

“No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause 31. Provided that whether the issue of an instruction to vary the Works is necessitated by some default of or breach of Contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor”.

Sub-Clause 31.5 Records of Costs

The word “Engineer” in 4th line of Sub-Clause is deleted and substituted by “Engineer/ Employer”.

The following new Sub-Clauses 31.6 and 31.7 are added:

Sub-Clause 31.6 Daywork under Variation Order

A Variation Order may provide that work done pursuant thereto shall be executed as Daywork, if applicable in the opinion of the Engineer. In such case the Contractor shall be paid for such work under the conditions and the rates and prices set out in the Day Work Schedule.

Sub-Clause 31.7 Value Engineering

The Contractor may, at any time, submit to the Engineer a written proposal which in the Contractor's opinion will reduce the cost of constructing, maintaining or operating the works, or improve the efficiency or value to the Employer of the completed Works or otherwise be of benefit to the Employer. Any such proposal shall be prepared at the cost of the Contractor. However Employer is not bound to accept such proposal."

Sub-Clause 33.1 Terms of Payment

The text of Sub-Clause 33.1 is deleted and substituted by the following:

The EPC/Turnkey Contract as Lump-Sum fixed Price shall be payable as per the Approved schedule of payment attached in the Technical Bid and Section Schedules.

Sub-Clause 33.1.1 Secured Advance

Employer may opt either "Secured Advance on Materials" if applicable shall be given after the Contractor has provided indemnity bond for secured advance as per standard format.

Sub-Clause 33.1.2 Advance Payment Security

The text is deleted and replaced with following:

(a) Mobilization advance up to 10% of the Contract Price may be paid by the procuring agency to the Contractor:

i). on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Scheduled Bank in Pakistan, acceptable to the procuring agency;

ii). contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the advance; and.

(b) This Advance including the interest shall be recovered in 5 equal installments from the 5 R.A bills and in case the number of bills is less than 5 then 1/5 of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

The following new Sub-Clauses 33.1.1 to 33.1.5 are added:

Sub-Clause 33.1.3 Retention Money

Retention money percentage shall be 10% of interim / running payment certificate. However limit of Retention Money shall be 5% of Contract price. This shall be treated as Performance Security.

Sub-Clause 33.1.4 Retention of Payment

"If at any time any payment would fall due for Works or part of Works and, if there shall be any defect in part of such Works in respect of which such payment is proposed, the Employer may retain the whole or any part of such payment. Any sum retained by the Employer pursuant to the provisions of this Clause shall be paid to the Contractor after the said defect is removed."

Sub-Clause 33.1.5 Payment Where Taking-Over Certificate Issued for Section or Part of Works

"If any section or part of the Works shall be taken-over separately under Clause 29 (Taking Over) hereof, the payments herein provided for on or after Taking-Over shall be made in respect of the section or part taken-over and reference to the price shall mean such part of the price as shall, in the absence of agreement, be apportioned thereto by the Engineer."

Sub-Clause 33.1.6 Extra Payment

No extra payment in respect of overtime, additional materials, or special conditions or hardship shall be claimed by the Contractor unless otherwise provided in the Contract or such payments have been previously authorized in writing by the Engineer or the Employer.

Sub-Clause 33.1.7 Breakdown of Lump Sum Items

For the purposes of statements to be submitted in accordance with Sub-Clause 33.1 hereof, the Contractor shall submit to the Engineer, within twenty eight (28) days after the receipt of the Letter of Acceptance, a breakdown for each of the lump sum items contained in the Bid. Such breakdowns shall be subject to the approval of the Engineer.

Sub-Clause 33.2 Method of Application

The following paragraphs are added:

"The Contractor shall submit to the Employer/Engineer six (6) copies of the Application for Certificate of Payment (invoices) each signed by the Contractor and in such form as the Employer/Engineer may from time to time prescribe.

The Employer/Engineer shall examine such invoices within the times stated in Sub-Clauses 33.3 and 33.5. After such time each invoice will be deemed to have been accepted. If the invoice amount is not accepted by the Employer/ Engineer, the disputed amount which is retained, shall be communicated, giving the reasons in writing, to the Contractor within the same time. If the objections of the Employer/ Engineer are not acceptable to the Contractor he will justify his claims with necessary documentation and include left over amounts / items in the next invoice. However, the portions of such invoices accepted by the Employer/ Engineer shall be paid as per Sub-Clause 33.5."

Sub-Clause 33.5 Payment

The text of Sub-Clause 33.5 is deleted and substituted by the following:

"The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause 27, be paid by the Employer to the Contractor within thirty (30) days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate (referred to in Sub-Clause 33.10) within sixty (60) days after such Final Payment Certificate has been jointly verified by Employer and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in forty two (42) days in case of foreign funded project.

Deduction shall be made from the net amounts payable to the Contractor of any sum(s) in accordance with the prevalent Federal and/or Provincial laws, provided that no such deduction shall be made from those payments in respect of which the Contractor has obtained exemption under the Law.

All payments to the Contractor shall be subject to withholding of Retention Money @ 10% of each IPC upto a maximum of a total of 5% of Contract Price. 50% of Retention Money shall be released to the Contractor on Handing-over of Project and balance 50% shall be released to the Contractor after successful completion of Defect Liability Period."

Sub-Clause 33.6 Delayed Payment

The text of Sub-Clause 33.6 is deleted and substituted by the following:

"In the event of the failure of the Employer to make payment within the times stated in Sub Clause 33.5, the Employer shall pay to the Contractor compensation at the rate of KIBOR + 2 percent for local currency per annum upon all local currency sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to Contractor's entitlement under Sub-Clause 46.1."

Sub-Clause 33.8 Payment by Measurement

The work shall be measured for the units mentioned in the Payment Yard Stick according to the Contract as determined by the Engineer from approved drawings, Specifications and Contract Documents.

Sub-Clause 33.11 Issue of Final Certificate of Payment

The following paragraph is added at the end:
"The final certificate of payment is also subject to the production of "As-Built Drawings" by the Contractor as per Sub-Clause 6.10 of particular Conditions of Contract.

The following Sub-Clauses 33.12 and 33.13 are added:

Sub-Clause 33.12 Withholding of Payment

If the Works or any parts thereof are not being carried out to the Engineer's satisfaction and in order to protect the Employer from loss on account of:

i). defective work not rectified
ii). guarantees not met
iii). claims filed against the Contractor
iv). failure of the Contractor to make payments due for Plant procured or labour employed by him
v). damage to any other contractor employed by the Employer
vi). Contractor's non–compliance with the Contract
vii). any Government dues recoverable from the Contractor if notified by the Government

The Engineer may notify withholding of such payments or part thereof as may, in his opinion, be related to the aforesaid reasons/grounds. When the reasons/grounds for withholding the payment are removed by the Contractor, the Engineer shall upon being satisfied to that effect issue Certificate of Payment in respect of withheld amounts.

Sub-Clause 33.13 Payment Schedule

The Payment shall be made accordingly in the payment schedule part of bidding document for estimated payment throughout the currency of the contract.

Sub-Clause 35.1 Payment in Foreign Currencies

The text of Sub-Clause 35.1 is deleted

Sub-Clause 35.2 Currency Restrictions

The text of Sub-Clause 35.2 is deleted.

Sub-Clause 35.3 Rates of Exchange

The text of Sub-Clause 35.3 is deleted

Sub-Clause 36.4 Payment Against Provisional Sums

The text of Sub-Clause 36.4 is deleted and substituted by the following:

“Provisional Sums, if any will be expended on the direction of the Engineer through Variation Orders which would be valued in accordance with the provisions of Clause 31 Conditions of Contract.”

Sub-Clause 37.2 Employer's Risks

The text of Sub-Clause 37.2 is deleted and substituted by the following:
“The Employer's Risks are:

(a) (Insofar as they relate to Pakistan) war and hostilities (whether war be declared or not), invasion, act of foreign enemies;

(b) (Insofar as they relate to Pakistan) rebellion, revolution, insurrection, military or usurped power or civil war;

(c) ionizing radiation or contamination by radioactivity from any nuclear fuel, radio-active toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;

(d) pressure waves caused by aircraft travelling at sonic or supersonic speed;

(e) (Insofar as they relate to Pakistan) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors.

(f) use or occupation of the Work or any part thereof by the Employer;

(g) fault, error, defect or omission in the design of any part of the Works by the Engineer, Employer or those for whom the Employer is responsible for which the

    i). Contractor has disclaimed responsibility in writing within a reasonable time after the receipt

    ii). of such design;

(h) the use or occupation of the Site by the Works or any part thereof, or for the purposes of the Contract: or interference, whether temporary or permanent with any right of way, light, air or water or with any easement, way leaves or right of a similar nature

which is the inevitable result of the construction of the Works in accordance with the Contract;

(i) the right of the Employer to construct the Works or any part thereof on, over, under, in or through any land;

(j) damage (other than that resulting from the Contractor's method of construction) which is the inevitable result of the construction of the Works in accordance with the Contract; and

(k) the act, neglect or omission or breach of contract or of statutory duty of the Engineer, the Employer or other contractors engaged by the Employer or of their respective employees or agents."

Sub-Clause 39.2 Loss or Damage Before Risk Transfer Date

The words "by arbitration under Clause 50" are deleted and substituted "by the Engineer". The following new Sub-Clause 39.4 is added:

Sub-Clause 39.4 Duty to Minimize Delay

Each Party shall at all times use all reasonable endeavors to minimize any delay in the Performance of the Contract as a result of Risks.

The Contractor shall give notice to the Employer and vice versa the Employer shall give notice to the Contractor in case of foreseeable delay by the Risks."

Sub-Clause 40.2 Employer's Liability

The text of Sub-Clause 40.2 from the words "death or personal injury" to the end of the Sub- Clause, is deleted and substituted by the following:

"..... (other than the Works) or of death or personal injury to the extent caused by those of the Employer's Risks listed in paragraphs (f), (g), (h), (i), (j), and (k) of Sub-Clause 37.2 but not otherwise."

Sub-Clause 42.2 Maximum Liability

The words "the sum stated in the Preamble to Conditions of Contract or if no such sum is stated" appearing in 2nd line of Sub-Clause are deleted.

Sub-Clause 42.6 Foreseen Damages

Sub-Clause 42.6 is deleted in its entirety.

Sub-Clause 43.1(a) The Works (Insurance)

The other risks to be insured are:

i). Fire, smokes, explosion, falling objects, earthquake, perils of the sea, tempest, impact by aircraft or land vehicle, aircraft and other aerial devices or articles dropped therefrom, lightning, strike, riot, civil commotion, escape of water, inundation, rain, snow, landslides, flood, act of God, vandalism or malicious damage, windstorm or hail storm.

ii). Collision, upset, overturn, derailment, stranding or sinking of an automobile or any conveyance of a common carrier by land, water or air in which the Plant or any part thereof is being carried including overland transportation in Pakistan from port of entry to the Site.

iii). Theft, burglary or attempted theft or burglary.

iv). Any loss or damage during pre-erection storage.

v). Faults in construction and erection, lack of skill, lack of experience, negligence, malicious act.

vi). any other sudden and unforeseen event such as loss or damage due to collapse etc. on site, transport of items to be erected.

vii). Actions of the Employer in the operation of plant or part thereof on behalf of the Contractor.

The following further Sub-Clauses are 43.1.1, 43.1.2 and 43.1.3 are added:

Sub-Clause 43.1.1 Marine Insurance of Plant

(1) The Contractor shall in the joint names of the Contractor and the Employer, obtain Marine Cargo All Risks Insurance to cover loss or damage to the Plant or part thereof during transport.

(2) The insurance for each consignment of Plant or part thereof shall attach from the time the Plant or part thereof leave the warehouse or place of storage and terminate after ninety (90) days on its completion of unloading at the Site or until insurance survey whichever occurs first. Upon arrival of each consignment at the Site, the Contractor shall, immediately arrange insurance survey by the insurance company.

(3) The sum insured for imported Plant or part thereof shall be for its full replacement value at the Site i.e. 100% CIF value at the Site for each consignment of the Plant or part thereof plus not less than 30 % of CIF value at the Site to cover any additional costs resulting from loss or damage thereof.

(4) The Insurance Policy for imported Plant etc. shall be on "All Risks" basis and shall not be limited to the attachment/endorsement of following clauses:

(a) Institute Cargo Clauses (A)
(b) Institute War Clauses (Cargo)
(c) Institute Strikes Clauses (Cargo)
(d) Institute Cargo Clauses (Air) excluding sending by Post
(e) Institute War Clauses (Air Cargo) excluding sending by Post.
(f) Institute Strikes Clauses (Air Cargo)
(g) Special Replacement Clauses (Air)
(h) Institute Theft, Pilferage and Non-delivery Clauses

Sub-Clause 43.1.2 Erection/Construction All Risks Insurance

(1) The Contractor shall insure the Works or part thereof in the joint names of the Contractor and the Employer.

(a) from the date following the completion of the first unloading at the Site of the Plant or part thereof and other materials (to be used for construction or erection) and from commencement of Works at Site until the Risk Transfer Date against any loss or damage caused by any of the Contractor's risks and any other risks specified in Sub-Clause 43.1.(a) above and

(b) during the Defects Liability Period against any loss or damage which is caused either:

(i) by the Contractor in completing any outstanding work or complying with his obligations under Clause 30, or

(ii) by any of the Contractor's risks and any other risks specified in Sub-Clause 43.1(a) above, which occurred prior to the Risk Transfer Date.

(2) The sum insured shall be the full replacement value at the Site, which includes:

(a) (i) FOB value of imported Plant to be erected
(ii) Ex-factory value of Indigenous Plant to be erected, if any
(b) freight and insurance including local transport
(c) customs duties and taxes etc.
(d) cost of erection
(e) cost of civil engineering work including escalation
(f) clearance of debris, maximum @ 5 % of minimum amount of Third Party Liability Insurance Plus 30% to cover any additional costs resulting from loss or damage thereof.

Sub-Clause 43.1.3 General

Should a loss be sustained, the Contractor shall replace or repair any loss or damage at his own cost and complete the Works in accordance with the Contract as soon as possible after occurrence of such loss or damages, without waiting for the settlement of the insurance claim."

Sub-Clause 43.2 Contractor's Equipment

The text of Sub-Clause 43.2 is deleted and substituted by the following:

"The Contractor shall insure the Contractor's Equipment for its full replacement value while on the Site against all loss or damage caused by any of the Contractor's Risks."

Sub-Clause 43.7 Remedies on the Contractor's Failure to Insure

In 3rd line after the word, "purpose", the expression "and reasonable costs including the manhours costs of Employer's Personnel" is added.

The following new Sub-Clauses 43.9 to 43.12 are added:

Sub-Clause 43.9 Currency of Insurance

All policies of Insurance of the Plant shall provide for payment of indemnity to be made in such amounts as will allow making good of loss of or damage to the whole or any part of the Works.

Sub-Clause 43.10 Contractor to Notify

It shall be the responsibility of the Contractor to notify the insurance company of any changes in nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times in accordance with the provisions of the Contract.

Sub-Clause 43.11 Procurement of Insurance Policies

The Contractor shall procure and submit the insurance cover under this Clause within a period of twenty eight (28) days from the date of receipt of Letter of Acceptance from the Employer.

Sub-Clause 43.12 Insurance Company

The policies of marine insurance and all other insurances with respect to Contractor's operations in Pakistan shall be effected with any of the insurance company acceptable to the Employer operating in Pakistan with financial strength rating of AA approved by Pakistan Credit Rating Agency (PACRA) or JCR including National Insurance Corporation (NIC) of Pakistan."

Sub-Clause 44.6 Damage Caused by Force Majeure

At the end of the Sub-Clause 44.6 the following is added:

"However the Contractor shall put up his claim to the Employer / Engineer with full details and justification."

Sub-Clause 44.8 Payment on Termination for Force Majeure

Text in sub-Para (c) is deleted and Paras (d) and (e) are re-numbered as (c) and (d).

Sub-Clause 44.10 Force Majeure Affecting Project Manager/Engineer's Duties

Sub-Clause 44.10 is deleted in its entirety.

Sub-Clause 45.2 Contractor's Default

The following paragraph is added at the end of Sub-Clause 45.2.

"The Employer or such other contractor may use for such completion any Contractor's Equipment which is upon the Site as he or they may think proper, and the Employer shall pay the Contractor a reasonable compensation for such use".

Sub-Clause 45.4 Payment after Termination

The text of Sub-Clause 45.4 is deleted and substituted by the following:

"The Employer shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Engineer shall certify the total cost of such completion of Works.

The Employer may recover the extra cost of such completion, as certified by the Engineer, from any sums otherwise due and payable to the Contractor and/or by disposing of the Contractor's Equipment and stores taken over by the Employer under this Clause or as otherwise provided by law. If there is no such extra cost the Employer shall pay any balance due to the Contractor."

The following new Sub-Clause 45.6 is added:

Sub-Clause 45.6 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-J to his Bid, then the Employer shall be entitled to:

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants;

(b) terminate the Contract; and

(c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 45.2 to 45.5 and the payment under Sub-Clause 45.4 shall be made after having deducted the amounts due to the Employer under Sub-Paras (a) and (c) of this Sub166 Clause.

Sub-Clause 46.1 Employer's Default

The comma and the word “or” at the end of paragraph (d) of Sub-Clause 46.1 are deleted and substituted by period (.) Paragraph (e) of Sub-Clause 46.1 is deleted.

Sub-Clause 46.3 Payment on Termination for Employer's Default

The words “including loss of profit” in the second paragraph of Sub-Clause 46.3 are deleted.

Sub-Clause 47.1 Labour, Materials and Transport

The Clause is deleted in its entirety.

Sub-Clause 48.1 Local Taxation-Custom and Import Duties

The rates and prices quoted by the Contractor in the Schedule of Prices shall be deemed to have included (i) business taxes, income tax, super tax, customs, import duties and other taxes on income, and (ii) fees charged for services provided under this Contract. The taxation is leviable as per income tax ordinance 2001 issued by FBR Government of Pakistan including adjustment in prices as per clause 47.

The following Sub-Clause 48.3 is added:

Sub-Clause 48.3 Port Charges and Port Congestion

“The Contractor shall be deemed to have obtained all the information regarding facilities and charges, in respect of port clearance, loading and unloading, storage, transportation, congestion and confirmed the requirements thereof at his own responsibility and all such costs and charges are deemed to be included in the rates and prices of the Schedule of Prices.”

Sub-Clause 49.1 Notices to Contractor

The following paragraph is added at the end of Sub-Clause 49.1:
“For the purposes of Sub-Clause 49.1, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.”

Sub-Clause 50 Disputes & Arbitration

Clause 50 is deleted and in its place the following Sub-Clauses 50.1 to 50.5 are inserted:

“50.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion

and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the fifty sixth (56) day after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award.

In any case where the Conditions of Contract provide that the decision of the Engineer is to be final and conclusive, such decision shall not be referable to arbitration under this Clause nor shall the same be questioned in any other form of proceedings whatsoever.

50.2 If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the fifty sixth (56) day after the day on which he received the reference, then either the Employer or the Contractor may, on or before the twenty eighth (28) day after the day on which the said period of fifty six (56) days expired, as the case may be, give notice to the other party to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 50.5, no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notification of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the twenty eighth (28) day after the day on which the parties received notice as to such decision from the Engineer the said decision shall become final and binding upon the Employer and the Contractor.

50.3 Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 50.2, arbitration of such dispute shall not be commenced unless an attempt has first been made by the parties to settle such dispute amicably through mutual negotiation within ninety (90) days from the date of notification of Engineer's decision.

50.4 Any dispute in respect of which:

(a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 50.1 and

(b) amicable settlement has not been started/reached within the period stated in Sub-Clause 50.3 shall be finally settled, unless otherwise specified in the Contract, under the Rules of Pakistan Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended, by one or more arbitrators appointed under such Rules.

The said arbitrator(s) shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer for the purpose of obtaining said decision pursuant to Sub-Clause 50.1.

No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute. The venue of arbitration proceedings shall be the place in Pakistan as mentioned in the Preamble to Conditions of Contract.

50.5 Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 50.1 or 50.2 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 50.4. The provisions of Sub-Clauses 50.1 to 50.2 shall not apply to any such reference.

Additional Conditions

52. Liens

Each contractor, for himself and for any persons directly or indirectly responsible to him, and for his or their material, equipment and employees, and for all other persons performing any labor or furnishing any labor or material for any/or all of the Work covered by his Contract, will be required to release or waive, to the full extent permitted by law, all mechanical and other liens, for or on account of the Work done or equipment and material furnished hereunder and the improvements or structures herein same may be incorporated, and the land to which they are appurtenant shall at all times be free and clear of all such liens.

53.1 Payment of Income Tax, Etc.

The Contractor shall be responsible for the payment, if any is required, of all Pakistani Income Tax, Super Tax, and other taxes on income arising out of the Contract, and the rates and prices stated in the priced Schedule of Prices shall be deemed to cover all such taxes.

53.2 Personnel, Taxes and Duties

The Contractor or his personnel shall pay all personal income tax or other taxes due in Pakistan, if any, for the personnel employed by the Contractor for implementing the work or any other activity required by the Contract. The Contractor shall obtain, at his own cost, work permits from competent authorities to enable any foreign personnel to work in Pakistan. The Contractor shall be responsible for all formalities in connection with passports, obtaining visas, police permits, and expenses for customs duties, if any, related to personal goods of foreign personnel employed on the Project. However, the Employer will, if requested, assist the Contractor in obtaining visas and work permits.

53.3 Income Taxes Provisions in Subcontracts

Provisions to the like effect as those contained in this Clause shall be incorporated in Subcontracts.

54. Liability of the Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or permitted assigns and the labour employed by them.

55. Joint and Several Liability

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfillment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture.

The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

56. Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

FORMS

BID SECURITY

PERFORMANCE SECURITY

CONTRACT AGREEMENT

MOBILIZATION ADVANCE GUARANTEE

INDEMNITY BOND FOR SECURED ADVANCE

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry date _____

Name of Guarantor (Bank) with address: _____

Name of Principal (Bidder) with address: _____
_____

Penal Sum of Security (express in words and figures):_____
_____

Bid Reference No._____ Date of Bid Opening_____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called the "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered dated as above for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

(1) that the Bid Security shall remain valid for a period 28 days beyond the period of validity of the Bid,

(2) that in the event of;

(a) the Principal withdraws his Bid during the period of validity of Bid, or

(b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 of Instructions to Bidders, or

(c) failure of the successful Bidder to

(i) furnish the required Performance Security, in accordance with Clause 34 of Instructions to Bidders, or

(ii) sign the proposed Contract Agreement, in accordance with Clause 35 of Instructions to Bidders,

then the entire sum be paid immediately to the said Employer as liquidated damages and not as penalty for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

Signature _____

Name _____

Title _____

_____

_____
Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the ____ day of ____(month) 2016 between _____ (hereafter called the “Employer”) of the one part and _____ (hereafter called the “Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:

   a). The Contract Agreement (if completed)
   b). The Letter of Acceptance
   c). The Particular Conditions of Contract
   d). The General Conditions of Contract
   e). Employer’s Requirement
   f). Preamble to Conditions of Contract
   g). Specification - Special Provision
   h). The completed Letters of Technical and Price Bids
   i). The Drawings
   j). Specifications - Technical Provisions
   k). The priced Schedule of Prices
   l). The completed Schedules to Bid (A to L)
   m). Any other document forming part of the Contract

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day _____, month _____ and year _____ first before written in accordance with their respective laws.

For and on behalf of EMPLOYER

Signature _____

Name:

Designation:

_____
(Seal)

For and on behalf of CONTRACTOR

Signature _____

Name:

Designation:

_____
(Seal)

Signed, Sealed and Delivered in the presence of:

WITNESS:

Name:

Designation:

CNIC No._____

Signature _____

WITNESS:

Name:

Designation:

CNIC No. _____

Signature _____

Authorized Signatory of remaining part of Documents

(For Client)

Name:

Designation:

(For Contractor)

Name:

Designation:

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry date _____

Name of Guarantor (Bank/) with address: _____
_____

Name of Principal (Contractor) with address:_____
_____

Penal Sum of Security (express in words and figures)_____
_____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the "Employer") in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 30, Defects after Taking Over, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
Guarantor
(Bank)

Witness:
1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
Name, Title & Address

Signature _____

Name _____

Title _____

_____
Corporate Guarantor (Seal)

MG-1

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No._____
Executed on_____
Expiry date _____

WHEREAS the _____ (hereinafter called the Employer) has entered into a Contract for _____ _____ (Particulars of Contract), with _____ (hereinafter called the Contractor).

AND WHEREAS the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of _____ (Rs._____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Employer has asked the Contractor to furnish Guarantee to secure advance payment for performance of his obligations under the said Contract.

AND WHEREAS _____ (Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This guarantee shall expire not later than _____ by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
Name, Title & Address

Signature _____

Name _____

Title _____

_____
Corporate Guarantor (Seal)

INDEMNITY BOND FOR SECURED ADVANCE
AGAINST MATERIALS BROUGHT AT SITE
(ON RS.40 NONJUDICIAL STAMP PAPER)

This Deed of Indemnity is issued by M/s. _____ _____ *(Name* of *the Contractor)* in favour of *M/s.*_____ *(Name* of *the Employer).*

Whereas_____ (hereinafter called the Employer) has agreed to pay the Secured Advance against the cost of material through any Bank or like agency by any other method by virtue of the terms of the contract existing between the parties. The details of the material and their price for which secured advance is being sought for the period _____till consumption of the material is as under :-

1. _____ at Rs._____ per _____ = Rs.
2. _____ at Rs._____ per _____ = Rs.
3. _____ at Rs._____ per _____ = Rs.
4. _____ at Rs._____ per _____ = Rs.

THEREFORE THIS DEED OF INDEMNITY WITHNESSETH AS FOLLOWS:

I/We _____ of M/s. _____
do hereby indemnify M/s _____ for all losses due to thefts, arson, pilferage, loss due to flood and inundation, shortage, deterioration and depreciation etc. through any act of Man or God or slump in the Market of any or all the materials financed or paid by the Employer on our request for financing payment against material.

I/We_____ shall indemnify _____ against any or all claims, action damages arising out of or resulting to the said material.

I/We _____ further declare that we will faithfully abide by the above declaration and solemnly affirm that we will not remove, sell, pilferage any of the materials against which M/s _____ has paid us such a secured advance and will not pledge the same with any Bank, Finance Corporation, Firm, Company, Individual or the like agency or create any change whereon in any form what so ever.

I/We _____do hereby also declare that in the event of my/our infringement of the declaration made above _____ will be entitled to forfeit all such material and also proceed against me/us according to the relevant clause pertaining to breach of contract and further invoke the power or seek any remedies secured of _____ under the contract Agreement signed with us or otherwise available under law.

Place_____ Dated _____

Contractor _____

SPECIFICATION – SPECIAL PROVISION

SPECIFICATIONS - SPECIAL PROVISIONS

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SPECIFICATIONS - SPECIAL PROVISIONS

1. DESCRIPTION OF PROJECT

The Employer intends to Replace 02 Nos. OLD Diesel Based Pumping Machineries with Electrical Based Pumping Units Including Prime Movers & Allied Electrical Mechanical Equipments at 1st Phase Pump House at Dhabeji Pump House (Equipped with M&E Pumping Machineries) at Dhabeji on EPC Turnkey basis location shown on drawings and scope described as hereunder and specified herein after.

2. USER REQUIREMENTS

The User Requirements shall have the overriding effect to any and all stipulations of the contract.

2.1. Basic and Overriding Principle

The Basic and overriding requirement under the Contract is to Replace 02 Nos. OLD Diesel Based Pumping Machineries with Electrical Based Pumping Units Including Prime Movers & Allied Electrical Mechanical Equipments at 1st Phase Pump House at Dhabeji Pump House on EPC Turnkey basis with operation of Pump Station on a Fixed Price Lump Sum Basis including but not limited to any and all expenses, costs taxes, levies, etc. The Contract Amount shall be deemed to include but not limited to any and all expenses, costs, taxes, levies etc.

2.2. Site Visit and Disclaimer

The Bidder / Contractor is required to visit the site and acquaint and satisfy himself regarding any and all features and requirements including but not limited to the works like dewatering, landfill, cleaning of Jungle etc. to submit a binding fixed price lump sum bid. No claim whatsoever under any circumstances shall be admissible for lack of knowledge of the site and / or project requirements.

2.3. Submittals and Training

The contractor shall provide for the review and approval of the Employer / Engineer, the following apart from the other submittals mentioned in the Contract:

2.3.1. Technical Proposal

The bidder shall provide the plant layout, dry well design, Hydraulic Design, Mechanical and electrical designs, in sufficient details required for evaluation of the proposal. The proposal shall also detail the units of electricity that the pumping station would consume if running at full efficiency.

2.3.2. Detailed Design

The selected Contractor shall submit the Detailed Design, Working Drawings, Calculations and Computer Models of Design, Hydraulic Design, M & E Design & External Services Design with 1st month of commencement of works for review and approval of the Engineer. Three sets of designs & documents along with two soft copies shall be submitted by the contractor.

2.4. Site order book

The Contractor shall maintain site order book {of triplicate leaves} at the Site, at all times for taking down instructions of the Engineer and/ or the Employers, without any obligation and charges to the Employer / Engineer.

2.5. Dewatering at site

Dewatering including shoring wherever so required for any foundation area, pumping, bailing out water, drainage of water within plot areas if any shall be deemed to have been included in the lump sum fixed price quoted by the bidder and no extra payment under any circumstances shall be made. The lump sum fixed price shall be deemed inclusive of such incidental charges.

The Contractor shall execute all works at their own cost for diversion of water away from the plot as per site requirements to have full satisfaction of Engineer and no additional payment will be made on this account.

2.6. Rules of specifications

a) Specification or as Specified

Specification" or "as specified" refers to the specifications outlined in these Documents and where no specifications are available for any work or where the same are found not applicable then the relevant applicable ASTM, BS or AWWA specifications or equivalent standards shall apply in the same order.

Any item for which no specifications are outlined but which are identified on drawings, shall be completed according to the standards as per ASTM / BS / AWWA specification, these include items that may be added in the future. The Employer / Employer's Representative may supplement such specifications during the progress of work. All materials and processes used for these items shall be subjected to standard testing and, if found below the pertinent ASTM / BS / AWWA standards, shall be removed from the site immediately at Contractor's expense.

b) Standards and Codes

Wherever reference is made in the specifications to the respective standards and codes in accordance to which goods and materials are to be furnished, and work is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the Contract.

c) Applicability

Unless stated or specified else-where to the contrary these General Rules shall apply to all sections of work irrespective of their sequence, location and description.

2.7. First aid facilities

The Contractor shall provide and maintain adequate First Aid Facilities at all times, convenient to the Site to the approval of the Employer.

2.8. Occupational Health & Safety Manual

Occupation Health & Safety (OH&S) policy / plan for construction and afterwards during operations shall be submitted by the Contractor in the 1stMonth of the commencement of works for review and approval of the Engineer. On approval, the contractor shall provide

10 sets of approved OH&S policy / plan and shall follow the same during the construction and commissioning of the project.

2.9. Contractor's Obligation

The Contractor shall be responsible for obtaining approvals of KE at all stages while performing the Electrical work.

3. SETTING OUT OF WORK AND SURVEY

3.1. Reference Points, Lines

The Contractor shall establish bench marks and / or reference line at the Site in accordance with the instructions of the Engineer. The Contractor shall set out its work from these bench marks and / or lines.

3.2. Verification

The Engineer and the Employer may make checks as the work progress to verify lines and grades established by the Contractor and to determine the conformance of the work as it progresses with the requirements of the Drawings and Specifications. Such checking by the Engineer shall not relieve the Contractor of his responsibility to perform all work in accordance with the Drawings and Specifications and the lines and grades given therein.

3.3. Survey Instruments

The Contractor shall maintain at the Site the requisite surveying instruments in perfect working conditions for the use of the Engineer's Representative to check levels and lines of the work at all times. These instruments shall include (but not limited to) One Total Station, Adequate nos. of Levels, Theodolites, Tapes, etc.

3.4. No work without Joint Survey

The Contractor shall not start the excavation and / or embankment works until the Joint Survey has been done to establish the existing/ original ground levels (i.e. Natural Surface Level or NSL).

4. APPROVAL OF MATERIALS AND PLANT

4.1. Quality of Materials

All materials, fixtures, fittings, supplies and plant furnished under the Contract shall be new and unused, standard first grade quality and of the best workmanship and design. No inferior or low-grade materials, supplies or articles will be either approved or accepted, and all work of assembly and construction shall be done in a first-class and workmanlike manner. In asking for prices for materials intended for delivery to the Site and incorporation in the Works under any portion of these Specifications, the Contractor shall provide the manufacturer or supplier with complete information as may be necessary to secure compliance to this Clause and, in every case, he shall quote this Clause in full to each such manufacturer or supplier.

The Employer will select the manufacturer of his choice and approval will be conveyed to the Engineer and Contractor.

4.2. Submission of Samples and Data

As soon as practicable after award of Contract, the Contractor shall submit for the approval of the Engineer drawings, catalogues, diagrams and other descriptive data for

all mechanical, electrical, architectural and such other materials and plant designated by the Engineer subject to approval of Employer, which the Contractor proposes for use under this Contract. For certain materials and plant, data may be required to be submitted in accordance with a detail form furnished by the Engineer. Samples of materials (1 set) each shall be submitted by the Contractor to the Engineer and the Employer at Contractor's cost for approval sufficiently in advance of the materials intended to be incorporated in the Works.

4.3. Testing

Testing, except as otherwise specified herein, shall be performed by a testing agency as proposed by the Contractor and approved by the Engineer, at no extra cost to the Employer. The Engineer/ Employer may require all testing to be carried out under their supervision only.

The quality control testing shall be performed by the Contractor's competent personnel in accordance with a site testing as approved by the Engineer/ Employer.

The Contractor shall keep a complete record of all quality tests programme performed on Site.

4.4. Testing Laboratory Certificates

The Engineer may accept a certificate from a commercial testing laboratory, satisfactory to him, certifying that the product has been tested within a period acceptable to the Engineer and that it conforms to the requirements of these Specifications. The Employer may carryout testing from independent laboratory at the cost of the Contractor.

4.5. Inspection

All material and Plant furnished and all work performed under this Contract will be subject to inspection by the Engineer/ Employer or Employer's Representative at all times and in all states of completion both off-Site and on-Site. The Contractor shall furnish promptly without additional charge, all facilities, labour and materials reasonably needed for performing such inspection and testing as may be required by the Engineer/ the Employer or Employer's Representative.

4.6. Approved Sample at Site

The Contractor shall, at all times, keep on the Site approved samples. All such samples shall be made available to the Engineer/ Employer as and when required.

5. CONSTRUCTION SCHEDULE

5.1. Submittal Date

The programme of Works submitted by the Contractor in accordance with Clause 14" Programme to be Submitted", of the Conditions of Contract shall be submitted in the form of a CPM schedule based on Primavera Project Planner or Microsoft Project covering all construction activities indicating critical activities with critical path, total and free float, interdependencies between the construction activities and resource scheduling for Contractor's Equipment, material and labour.

If the Contractor fails to submit the construction schedule indicating all the details as listed above within 30 days of Notice of Commencement a penalty of Rs 30,000/- per week will be charged on the Contractor.

5.2. Requirements

The detailed submittal shall consist of schedules, network analysis tabulations and narrative descriptions of the proposed construction programme.
Each summary or detailed schedule shall consist of a bar chart and a time -scaled network. The scheduled start and finish times for all activities on the bar chart shall agree with those on the network. All inter-relationships and inter-dependencies between structures shall be clearly indicated on the schedules.

The network shall show the order and interdependence of activities planned by the Contractor, and shall be time-scaled according to calendar dates.

5.3. Monthly Reports

Each month, the Contractor shall submit a report consisting of:

- Copies of the bar charts for the current phase with both actual progress and scheduled progress shown.
- Network analysis tabulations as in Sub-Clause 8.3 above, reflecting actual start and finish dates where applicable.
- A narrative report discussing any significant deviations from the schedule and, if necessary, explaining the steps proposed to be taken to maintain the approved schedule.

6. SITE OFFICE AND TEMPORARY FACILITIES PROVIDED BY THE CONTRACTOR

6.1. Contractor's Office, Facilities etc.

The Contractor shall establish and maintain a Site office. The Contractor shall provide all facilities in connection with the execution, completion, of the Works, remedying defects therein and maintenance of the utilities services. The facilities shall, not be limited to, the Contractor's Site Office, labour camps, workyard and storage areas, temporary water supply, waste water disposal, temporary electricity, medical unit, temporary roads, fire protection and firefighting equipment etc. The Contractor shall be solely responsible for arranging the facilities.

The Contractor shall arrange his labour camp, work yard, storage area, site office within the area available at the Site.

6.2. Notice Board

The Contractor shall erect and maintain at the Site in a location to be approved by the Engineer, 3 Sign Boards 4.45M height and 2 M wide for writing the name of Work, name of Employer, name of Consultants, name of Contractor and Project Cost. The notice board shall comprise of the following;

- Frame of 3" dia GI Pipe properly painted as per the direction of the Consultants/ Engineer and as per drawing.
- 2 Nos. Posts of 3" dia GI Pipe 4.45M above ground and 1M below ground embedded in 1:2:4 CC 2'x2'x4' with proper arrangements of anchorage and brasses. Pipes painted with anti-rust as directed by the Engineer.
- 4 Nos. Steel Sheets 0.6M high and 2M wide fixed on both sides with 50mm gap between each. The background of plates is of white color whereas the writing would be black or red color (as approved by the Engineer).
- White imported 3M sheet used as background. The color of monogram would be, green, red or black etc. (as approved by the Engineer).

- Alphabets of appropriate size as approved by the Engineer in 3M reflective sheet in blue/ black color.

The Contractor shall maintain the display of the notice boards at his own cost throughout the length of the project.

7. FACILITIES FOR ENGINEER'S PERSONNEL PROVIDED BY THE CONTRACTOR

7.1. Engineer Facilities

The Contractor shall provide, operate and maintain the following facilities within 1 week of the Engineer's Order to Commence the Works for the Engineer:-

a) The Contractor shall provide temporary Site Office accommodation (approx. 1,000 Sft.) for Engineer, including all costs of Electricity, telephone, water supply, sewerage, janitorial services, provision of stationery/consumable/supplies (as per the requirement of the Engineer), 01 No. messenger, 01 No. tea boy (including tea making items) 01 No. armed security guard. All appointments shall be made by the Engineer and Contractor shall be responsible for all salaries, benefits etc. of the appointed people. Cost of all the above works are deemed to be included in the contract price and no additional payment shall be made by the Employer to the Contractor under any circumstances.

b) The Contract Price shall be deemed to have included minimum but not limited to cost of Rupees One Hundred Thousand only (Rs. 100,000) per month pertaining to expenses on account of maintaining the above said office facilities in addition to salaries of the staff mentioned above.

c) 02 Nos. Desktop Computer **HP, Dell, IBM or equivalent PC**, 6th Generation 4.0 GHz 6 MB Cache Intel Core i7 Processors, 16GB DDR-4 RAM 8 x 2, 2GB Dedicated Graphic Card, 1 Terabit SATA Hard Drive, 19" LED Screen, Giga bit Ethernet LAN along with genuine/ licensed Microsoft Windows 10 operating system and Microsoft Office Professional Edition latest version alongwith 128 GB USB 3.0 Flash Drive and UPS minimum 2 hours backup.

d) 01 No. A-3 Size Color Printer CP 5525 DN or equivalent with monthly provision of color Toner. The Toner will be provided till the completion period or any extended period.

e) 02 Nos. brand new Digital Camera NIKON Coolpix S800c, Canon PowerShot S100, Sony DSC WX50 or other approved equivalent alongwith 4 GB Memory Card, rechargeable cell (4 Nos.), battery charger, pouch, tripod etc.

f) 01 No. A-3 size Photocopier (with sorter) brand new, Cannon brand, as per the approval of the Engineer including supplies and consumable throughout the project duration till issue of completion certificate.

g) The Contractor shall provide an average cost of Rupees Twenty-Five thousand only (Rs. 25,000/-) per month pertaining to mobile telephone use in shape of Prepaid Mobile Cards

The above equipments shall be in use of the Engineer and shall become property of the Employer and as-such will be handed-over to the Employer in good working condition on completion of the project.

In case of non-provision of above facilities, the same shall be arranged by the Employer / Engineer and be deducted from any monies due / becoming due to the Contractor by the

Employer alongwith 10% overheads till these facilities are provided satisfactorily to the Engineer.

Cost of all above facilities are deemed to be included in the Contract Price and no additional payment shall be made by the Employer to the Contractor under any circumstances.

7.2. Furnishing and Maintaining Transportation Facilities for the Employer / Consultant Supervision Team

a). The Contractor shall furnish, operate and maintain 01 No. Toyota Hilux Vigo Champ (V) (Air-Conditioned), 01 No. Toyota Corolla 1.3L XLI Car (Air-Conditioned) and 01 No. Toyota Coaster Highroof 26 Seater F/L (Air-Conditioned). The vehicles shall be brand new, latest model with Driver, registered and insured to the name of the Employer. The above all vehicles are for the exclusive use of the Engineer / Engineer's supervision team to meet their transportation needs. The use of such transportation facilities shall be exclusively under the control of the Engineer and the contractor shall be wholly responsible for furnishing at all times above said facilities.

b). The Contractor shall furnish, supply and provide, without specific direction of the Engineer all lubricants, tyres, other supplies, regular service and maintenance at all times for the above vehicles till the issue of the Completion Certificate of the contract.

c). The Contractor shall provide Fleet cards or 500 Liters of Hi-Super Petrol/Diesel per month per vehicle to the Engineer by 5th of each month in advance.

d). The vehicles will be handed-over to the Employer on completion of the Project with following condition:
- Vehicles shall be registered in the name of Employer.
- All dues shall be cleared upto the handing-over date.
- The vehicles shall be repaired upto the entire satisfaction of Employer and handed-over in good serviceable condition.

In case of non-provision of above facilities, the same shall be arranged by the Employer / Engineer and be deducted from any monies due / becoming due to the Contractor by the Employer alongwith 10% overheads till these facilities are provided satisfactorily to the Engineer.

Cost of all above facilities are deemed to be included in the Contract Price and no additional payment shall be made by the Employer to the Contractor under any circumstances.

8. SAFETY

8.1. Accident Prevention, Protective Equipment

The Contractor shall comply and enforce compliance by all his Subcontractors with the highest standards of safety and accident prevention in compliance with all applicable laws, ordinance and statutory provisions.

Where overhead work is being carried out, warning signs shall be installed at ground level clearly warning of the overhead work.

All warning signs shall be in two languages, English and Urdu, and shall at all times be maintained in a clean and legible condition, to the satisfaction of the Engineer.

Trash shall be removed at frequent intervals to the satisfaction of the Engineer.

If, safety precautions/ warning signs are not installed by the Contractor, KW&SB will charge an amount of Rs. 10,000/- per site per day for the period.

9. PAYMENT FOR WORK REQUIRED BY SPECIAL PROVISIONS

Unless otherwise specifically stated in the Contract, the price of all work required by the Special Provisions shall be considered to be included in the Contract Price.

10. The Bided Rates shall be inclusive of all lead and lift

11. No alterations or additions shall be made by the Contractor in the Bill of Quantities and rates must be filled in ink or typed out both in figures and words clearly and legibly in the columns provided in the schedule of quantities. All corrections must be initialed by the contractors. Any Tender which does not comply with this condition will be liable to be summarily rejected and not taken into account when preparing comparative statement.

12. Materials obtained from excavations will be the property of the Employer. Serviceable materials are to be stacked in places pointed out by Engineer-in-charge. The Contractor undertakes to have the site clean and free from rubbish to the satisfaction of the Engineer. All surplus materials, rubbish, etc., will be removed to places to be fixed by the Engineer and nothing extra will be paid for this.

13. On completion of the work or earlier as directed by the Engineer, the Contractor shall remove all temporary structure (Godowns, site offices, etc.), erected by him at the site of work. He shall fill tanks dug out by him at site, remove all debris and other materials like surplus sand, stone ballast, rubbish, etc.; and in short, shall leave the site in a neat and tidy condition.

14. The contractors in the course of their works should understand that all material (e.g., stone and other materials) obtained in the work or dismantling, excavation, etc., will be considered as Employer's property and issued to the contractors (if they require the same for their own use) at rates approved by the Engineer. If the materials are not required by them they will be disposed off in the interest of Employer.

15. The contractor shall inspect the site of works and acquaint himself with the nature and requirements of the work, facilities of access for materials, removal of rubbish, cost of carriage, nature of strata, etc., before submitting his Bid.

16. The contractor shall have to make temporary approach roads, etc., at his own cost to facilitate movement of materials, such approach roads shall be aligned in a manner approved by the Engineer.

17. The contractor shall have to make proper arrangements for road crossing barriers during working hours in the day time as well as in the night when danger lights will have to be provided on either ends at his own cost and no extra cost will be paid. Sufficient barricades and red lights will be provided by the Contractor where required to avoid the chances of accidents. In case an accident occurs for failure on the part of the contractor, he shall be entirely responsible for the consequences.

18. The Contractor shall have to make arrangements for diversions for traffic wherever necessary and shall have to provide diversion and caution boards as per directions of the Engineer at his own cost for which no extra cost will be paid. The diversion shall be watered and consolidated as per directions of the Engineer.

19. No material shall be removed from the site without the written permission of the Engineer.

20. Dewatering including shoring wherever so required for any foundation area, pumping, bailing out water, drainage of water within plot areas if any shall be deemed to have been included in the rates quoted by the bidders and no extra payment will be made.

The rates shall be deemed inclusive of such incidental charges.

21. The Contractors shall execute all works at their own cost for diversion of water away from the plot as per site requirements to have full satisfaction of Engineer and no additional payment will be made on this account.

22. The Engineer, subject to approval of the Employer, reserves the right to select all materials and the type, grade, heating capacity and quantity of proportion of any or all materials as required for a particular work. The decision of Employer in this respect shall be final and binding on the Contractor. The rejects on materials must be carted at his own cost. If the rejected materials are not removed within one month of its rejection the materials will become the property of the Employer or will be removed at Contractors cost.

23. ATTENDANCE OF MEETINGS

The Contractor shall attend and shall cause his Sub-Contractors to attend any or all meetings when called by the Employer or the Engineer or his Representative to discuss progress of the work and other matters related to the work and the Contract, without any compensation from the Employer.

a) The Contractor shall bear all expenses of the Employer and his agents and representatives and the Engineer, his agents and representatives if requested by the Contractor for any meetings, instructions and approvals away from the Site.

b) The proceedings of the meetings shall be recorded by the Engineer which shall be circulated to all the participants including those of the Contractor. All decisions taken in the meetings shall be binding on the Contractor and shall form part of the Contract.

24. DOCUMENTS NOT TO BE ALTERED OR MUTILATED

No alteration or mutilation (other than filling in all the blanks intended to be filled in) shall be made in the form of Bid or in any of the documents attached to it. Any comments which it is desired to make shall not be placed on any of the documents attached hereto, but shall take the form of a separate statement which shall be as brief as possible and referenced to items, clauses and pages of the annexed documents.

Such statements shall not qualify the acceptance of the Bid based upon a proposed change or changes in the annexed documents, nor shall be binding upon the Employer in any way in making the award. Alterations of already written prices must be signed in the place of alteration by the Bidder or his legally authorized representative.

25. PERSONAL LIABILITY OF PUBLIC OFFICIALS OR ENGINEER

In carrying out any of the provisions of these specifications, or in exercising any power of authority granted to them by or within the scope of the Contract, there shall be no liability upon the Employer or his authorized representatives or the Engineer or his authorized representatives their personally or in their official capacity, it being understood that in all matters they act solely as agents and representatives of the Employer.

26. ACCESS AND EXISTING ROADS

If the Contractor finds it necessary or elects to use existing roads, the Contractor shall make all necessary arrangements and obtain all permits from the relevant departments

for travel over and use of such roads. The Contractor shall observe all rules regulations of the concerned department regarding the use of said roads. The cost of maintaining all necessary safety measures and temporary structures and making any necessary repairs, replacements or similar operations and all or any other costs required by reason of his use of such roads shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such operation or interference.

27. FIRST AID FACILITIES

The Contractor shall provide and maintain adequate First Aid Facilities at all times, convenient to the Site to the approval of the Employer.

28. FINAL TAKING OVER

At the end of the Period of Maintenance stipulated in the contract, the Employer and the Engineer on application of the Contractor, shall decide the members of the final Handing/ Taking Committee and announce the same to the Contractor. The committee, after inspection of Work, if satisfied that there are no deficiencies or defects due to work of the Contractor shall certify the final Taking Over, and the Employer will then issue a final Certificate of Completion of Work within thirty (30) calendar days thereafter.

Once completion has been formalized and endorsed both by the contractor as well as the Engineer and Handing/ Taking Over Committee, the work will be regarded as completed for all purpose as per contract agreement although the accounts may not have been settled, no further new works will be authorized against the sanctioned project and not further supplementary estimates or claims may be accepted.

29. EMPLOYER AND ENGINEER NOT PERSONALLY LIABLE

No member or officer of the Government or the Employer or the Employer's Representative or the Engineer or his representatives or any one of their respective staffs or their employees shall be in anyway personally bound or liable for the acts or obligations of the contractor under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein, contained.

30. PROGRESS PHOTOGRAPHS

The contractor shall furnish to the Employer and to the Engineer every two weeks at least six digital photographs to clearly show the progress of construction. Digital photographs should reflect the date. Three hard copies of the same photographs should also be submitted.

31. REPORT ON PROGRESS OF WORK AND PHOTOGRAPHS

The Contractor shall, during the execution of the work, submit to the Employer (3 copies) and Engineer (2 copies) so as to reach them in the first week of every calendar month, a report on the actual progress of the works attained by him during the preceding month fully supported with colour photographs of (5”x7”) size, at least 15, depicting the complete stages of the works. Each photograph should be properly pasted on A-4 size paper, indicating the location and other relevant information of the area photographed. The report will be submitted on the standard format to be supplied later on. Soft copy of the report should also be submitted on CD.